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The Solicitors' Journal.

LONDON, AUGUST 8, 1874.

THE CHANCERY FUNDS RULES, which it was anticipated would be issued before the commencement of the Long Vacation, will, we believe, not come out before Christmas. The approval of the Treasury and the sanction of the Chancery judges must be first obtained; and we understand that the first of these requirements has not as yet been complied with.

IT WAS AUTHORITATIVELY announced, some days before the postponement of the coming into operation of the Judicature Act, that after the Long Vacation the Master of the Rolls and the three Vice-Chancellors would each devote a day in the week to sitting in Chambers. Since the postponement, however, this good intention has been quietly shelved. The reasons for carrying it out, however, are as good now as they were when the Act was expected to come into operation this year; and the profession will learn with regret that this apparently slight though really important measure of reform is for the present abandoned.

THE RULES PREPARED in pursuance of the Judicature Act, 1873, were laid on the table of the House of Commons some days ago, and it is devoutly to be hoped that they will, without delay, be issued for the information of the profession and the public. For though these Rules have not received official sanction, and cannot do so until a further Act shall have been passed next session, and though they are, of course, liable to be altered and amended in matters of detail, it can hardly be doubted that, in all its main outlines, the procedure hereafter to prevail is embodied in the Rules as they now stand; and no abstract or general account of their contents can at all take the place of genuine study of the Rules themselves. The postponement of the operation of the Act, whatever mischief it may occasion in other ways, may at least be made useful in one way, by giving people ample time to become acquainted with the Rules.

The importance of immediate publication is increased by the suggestion of the Lord Chancellor on Thursday last that the Act might by the legislation of next session be brought into operation in May next, instead of, as it at present stands, the 2nd November, 1875. The prudence of this suggestion we much doubt. Not only is it true, as has been pointed out by several speakers in the House of Commons, that a full and definite interval of time should be given for learning the procedure, but further, May is a very busy time in the law. A new system started then would find a maximum number of cases, at any rate at common law, half way through their course, and hence much confusion would arise; whereas after the Long Vacation this would be the case to a comparatively slight extent. In our judgment, the 24th of October is the best day on which a new system could be brought into operation.

THE PUBLIC WORSHIP REGULATION BILL has at length become law, but its provisions have been in some material respects modified since we last noticed it. As we announced in our last issue, Mr. Disraeli, on Friday week, withdrew his proposal that the judge's salary should be advanced out of the Consolidated Fund. This withdrawal was made under an impression that the archbishops had made arrangements with some eminent judge who was willing to discharge the duties without any remuneration beyond the pension he already possessed. The same day a proposal by Sir William Harcourt to restore the provision making the salary payable in the first instance out of the Common Fund of the Ecclesiastical Commissioners, was rejected by a considerable majority. It was, however, subsequently explained that Lord Penzance, the judge whom the archbishops desired to appoint, was not willing to take the office except with a salary. Consequently the question how this salary is to be provided, whether by a re-arrangement of ecclesiastical fees, as the archbishops now suggest, or otherwise, remains to be settled next year. We should have been sorry if, through Lord Penzance or any one else undertaking the office gratuitously, the opportunity of securing a proper salary for an ecclesiastical judge had been allowed to slip away.

One alteration of the Bill, of some little importance, which Mr. Russell Gurney carried without a division, was the substitution in the clause as to "alterations in or additions to the fabric, ornaments, or furniture of the church" of the words "without lawful authority" for "forbidden by law." The substituted words seem to include not only things absolutely forbidden or unlawful, but also such as have been introduced without the faculty from the bishop required by the ecclesiastical law, though the judge will not be bound to condemn everything introduced without a faculty, if in itself not improper or undesirable.

Mr. Holt's amendment, giving an appeal to the archbishop when a bishop refuses to allow proceedings to be taken, has been the subject of warm discussion in both Houses. On Friday week Mr. Gladstone, though supported not only by Mr. Hardy but by Mr. Cross, failed to persuade the majority of the House of Commons to give up the appeal. But when the bill went back to the Lords, the Marquis of Salisbury and Lord Hatherley, as well as several of the bishops, spoke strongly against it, and it was thrown out by a majority of 44 to 32. The House of Commons had then practically to choose between giving up their amendment and dropping the bill. The debates on this point travelled into a variety of topics of ecclesiastical and legal learning with reference to the relative positions of bishops and archbishops. These were all irrelevant to the real question at issue. The protecting clergymen against proceedings for enforcing the law is quite a new thing, the Church Discipline Act of 1844, being, we believe, the first precedent; and, therefore, the question whether the bishop's consent should be absolutely indispensable to any proceedings being taken, or whether it should be sufficient to obtain the archbishop's consent, if the bishop refused his, was merely one of expediency. In our opinion the latter provision would have been preferable; but its rejection is not of any great practical importance, because, as Colonel Barttelot and Mr. Henley pointed out, if the bishops do not see that the law is fairly carried out, the bill may be amended hereafter.

IT HAS LONG been the settled rule in the superior courts (and we had thought it was a fundamental rule of justice as understood in England) that no man is to be treated as discredited by reason of his professing any particular form of religion or belonging to any particular class or race. But if an incident the account of which is given in two Jewish newspapers is correctly reported, it would seem that this wholesome practice has not yet established itself in the county courts; though (if the fact be so) we learn it with surprise, because these courts are usually

presided over by gentlemen who have had at least some opportunity of learning by practical experience the course pursued in the superior courts. The statement is to the effect that a defendant being sued in the Norwich county court for a small amount, alleged that the plaintiff (a Jew) had promised to take back a watch which he had sold him, and that if this promise had been kept there would have been nothing between them but a few shillings, which he had paid into court. The learned judge (with a correct view of the law) is reported to have told the defendant "that he would presume what the defendant had stated to be true, but at the most, it was only a lie on the part of the plaintiff, and surely that in a member of the tribe of Israel did not cause Mr. Fox (the defendant) any surprise;" and ultimately judgment was given for the plaintiff for the sums claimed, without costs, the learned judge remarking "that he always thought a Fox could beat a Jew, but in this case the Jew beat the Fox." It does not appear that the plaintiff offered any denial; perhaps, therefore, we may assume that he was not prepared to contradict the defendant's statement. But suppose he had been prepared to contradict it, what then? We cannot doubt that what he said would have been received and weighed impartially; but if in fact he had not been believed, would it have been easy to free the decision as to his credibility from the suspicion of bias? And if he had not been believed, and yet were in the right (for even county court judges are not infallible), could he have been blamed if he had connected the judge's decision with the judge's words, and concluded that his evidence was treated as false because he was a Jew? We can imagine few things more fitted to create distrust in the impartiality of courts or to bring the administration of justice into discredit and contempt than such rash and foolish utterances.

WE NOTICED about this time last year (17 S. J. 743), a movement which was then set on foot by a large number of solicitors for the purpose of presenting a testimonial to Mr. T. W. Braithwaite, of the Record and Writ Clerks' Office. The testimonial, which ultimately took the form of a cheque for 350 guineas and a handsomely bound book containing a list of the subscribers, was presented on Thursday last at the Law Institution, Chancery-lane. Mr. Cookson presided at the ceremony, and Mr. Braithwaite, in responding to his address and acknowledging the testimonial, said that it had been the object of his official life to deserve well of the profession with which he had been associated, and that he had not been unsuccessful he felt sure from the repeated expressions of approval which he had received. He had always received much encouragement to persevere in his work, and the letters which he had received from Lord Romilly were couched in terms of high commendation. It was a source of great pleasure to him to have deserved the respect of so many of the profession, and to have contributed to some of its wants in matters of practice.

The bound list of subscribers contained the following illuminated inscription:—"At a meeting of London solicitors, held at the hall of the Incorporated Law Society of the United Kingdom on the 20th day of July, 1874, it was resolved that this book, with 350 guineas, be presented to Thomas Wolfe Braithwaite, who for more than thirty years has discharged with eminent efficiency, fidelity, and zeal, and with never-failing courtesy and kindness, important services in the office of Clerk of Records and Writs of the High Court of Chancery, in testimony of their sincere regard and esteem for one to whose intelligent and useful publications they have been much indebted for instruction and guidance in the discharge of their professional duties." This inscription in no way exaggerates Mr. Braithwaite's great merits, and we heartily congratulate him on this honourable and public recognition of them.

CODIFICATION AND THE REPORT ON THE HOMICIDE BILL.

In our issue this week will be found the report of the Select Committee of the House of Commons on the Homicide Law Amendment Bill. This report exhibits in a very striking manner the difficulties in which the subject of codification is involved. The Committee have come to the conclusion that it would not be well to make the first experiment of codification upon a subject of so awful a character as that involving the consideration of the circumstances under which the life of a fellow creature shall be forfeited. It may at first sight seem reasonable enough in trying an experiment to make it on a subject of comparatively little moment, but the reasons given in the report, if carefully considered, go a good deal further than the old rule of *fiat experimentum in corpore vili*, and indicate the weak points in any scheme of codification, whether applied to the law of murder or other branches of the law.

The chief reasons given why the law of homicide should not be selected for the purpose of codification are these: first because that law deals with the loose and careless expressions of ordinary social life; and secondly because in truth the law before being codified greatly needs alteration and improvement. It is suggested that it would be better to take some branch of law of a technical character, the terms of which have a more rigidly defined meaning, and which is consequently more capable of being thrown into the form of definitions and propositions. The report seems to treat these reasons as being applicable only against the codification of the particular branch of law referred to the Committee, and it does not go very far into the question, to what extent codification is possible or expedient with regard to the law in general. In fact, however, the reasons given in the report, though no doubt applicable to the law of homicide, are also applicable in a greater or less degree to all branches of our law. In the first place it may be noted with respect to the objection derived from the fact that the law of murder deals with loose untechnical terms and ideas, that it is left uncertain by the report whether the Committee considered this fact fatal to the proposition for codifying that branch of the law in the first instance, or to codifying it at any time. It may be urged that it is reasonable to begin by codifying those branches which present the greatest facilities for the operation, and afterwards to proceed to those which are more difficult. But the doubt that naturally suggests itself is whether the inherent difficulty of codifying the latter branches of law will be at all diminished by codifying the former in the first instance. Reducing to a set of definite propositions those branches of law in respect of which accurate technical ideas and expressions already exist will not *per se* tend to render men's ideas accurate and technical in relation to another branch of law with regard to which accurate and technical ideas and expressions do not exist. If the law of homicide is in its nature uncodifiable because it deals with the loose untechnical ideas and terms of ordinary life, the same difficulty must apply to a multitude of other subjects of a similar character, such as the relation of husband and wife, parent and child, master and servant. The ideas and terms connected with these relations are, like language itself, perpetually shifting and growing. If these subjects are to be considered uncodifiable, and a code is only to apply to the more technical branches of law, such as the law of easements and bills of exchange, a large portion of the stock arguments and notions upon which the advocates of a code base themselves, fall to the ground. One of the most popular notions with regard to the expediency of a code is that ordinary rights and duties ought to be somewhere expressed in a definite written form; and this idea, more or less veiled or modified, has been the basis of a great deal that has been said and written by the advocates for codification in popular articles and lectures on the subject.

The second objection raised by the report of the Committee to the codification of the law of murder also suggests a difficulty which applies to a very large proportion of our law, more particularly, no doubt, to that which concerns ordinary life. It is said that the law of murder is not in a satisfactory state that the original rough definition of the crime as being homicide with malice aforethought was too narrow, and has been expanded by judicial subtlety so as to meet the exigencies of life, and that people are now hanged under a legal fiction. Consequently, any attempt to codify would involve so much alteration and re-casting of the law that it would amount not to expressing the law as it exists, but to substantive legislation on the subject. This, the committee think, ought only to be done by Parliament in the usual way. It is plain that the same difficulty would beset the codification of a very large part of the law. The exact rights and liabilities connected with the relations of ordinary life, such as those of husband and wife and parent and child, are not by any means clearly defined by our law. There would be great difficulty in codifying the law on those subjects without either leaving great gaps in the code—a proceeding which would involve an absurdity—or legislating on topics as to which the law is not now definitely established. It is obvious from the report that the popular mind is not at all prepared to hand over the reconstruction of the laws on subjects that "come home to men's business and bosoms" in the every-day intercourse of social life, to philosophical jurists and law reformers, however able and trustworthy.

The question, however, remains, and is suggested by the report, whether, among those branches of the law which the Committee describe as already reduced to a more or less precise and accurate form, there are not some of sufficient importance and magnitude to make it worth while to embody them (as has been done in Germany), in separate and distinct codes: and whether, if we could free ourselves from the supposed necessity of codifying all or none, we might not usefully apply ourselves to this less ambitious but more practical undertaking.

THE IRISH JUDICATURE BILL.

The postponement of this Bill for a year has raised the hopes of the enemies of retrenchment in both branches of the profession in Ireland, as well as of all those whose "simple creed," to use Lord Justice Christian's words, is that "as much public money as possible should be spent in Dublin." Already we see in various local newspapers speculations as to the new judge of the Landed Estates Court, and expressions of triumph at the failure of "the docking scheme." We trust that these expectations are doomed to disappointment. We cannot believe that it would be really acceptable to the good sense of the body of the profession, in either branch, whatever a few noisy people may say in the daily papers, that an admitted abuse should be continued for an avowedly political end. Even the deputation which was sent from the Irish Bar to the Lord Chancellor in the spring of this year were obliged to confess that, comparing the amount of work to be done in Ireland and England, and the judicial force in the two countries, the proposed reduction in the Irish Bench was only too moderate. If we are rightly informed the only argument ever attempted to be used was one to which it was impossible that Lord Cairns could pay any attention—viz., that the reduction, coming now, after so many places had been filled up by the late Government, would interfere with the allotment to the Conservatives of their due share of patronage.

It is said, however, and with some force, that though this may be true of the Irish bench, taken as a whole, it does not apply to the judgeship at present vacant, because the Landed Estates Court is just the one court in the country which is fully supplied with work. It is unfortunate for this argument that Judge Flanagan should have thought fit to certify that there was not more work in the court than he and his officers were well able to perform, and that Lord Cairns should have referred to this certificate in his place in the House of Lords. After this it is impossible to see how the post can be filled up without a direct "snub" to the Lord Chancellor. That "patronage," and not need, is at the bottom of the demand is manifest from the contemptuous rejection in one of the most clamourous quarters of the suggestion that the difficulty might be met by the promotion to this office of one of the Bankruptcy judges. It is true that in Ireland the Bankruptcy judges really do all the work themselves, and that neither creditors nor bankrupts would be at all satisfied at being handed over to any "delegate," but it is unquestionable that one judge would be fully able to get through all there is to do without delegation, if only it were understood that six days is a usual week's work in busy time. We have been informed, on the authority of one of these judges himself, that taking six hours as a day's work (ten a.m. till four p.m.), and sitting six days a-week, he could easily get through a year's work in three months. But the advancement of one of these gentlemen, though an undeniably good appointment in itself, would not lead to "promotion" in the party generally, and therefore it is denounced just as strongly as the idea of leaving the post vacant. It is rumoured, indeed, in a sort of under-current, that it is absolutely essential to use this judgeship as a means of extricating the Irish administration from a difficulty caused by want of providence in one of the lesser appointments: we hope, however, that this is without foundation. The Attorney-General recently informed the House of Commons that the appointments to Irish judgeships were made by the Cabinet, and we should be slow to believe that, under these circumstances, there can be any ground for apprehending the perpetration of a barefaced job. Further, it must not be forgotten that the promised legislation of next year *must* provide for a decrease of the Irish judicial force certainly not less than that proposed this year; and such a provision would come with singularly bad grace from a Government which had gone out of its way to postpone its operation by themselves filling up a post which they had officially declared to be unnecessary.

If in the face of these considerations a twenty-second judge should, prior to the next meeting of Parliament, be appointed to the Irish bench, it will be a signal instance of that which the wisest and most patriotic of her sons have long recognised as the bane of Ireland: the preponderance of political expediency, in its lowest form, over all considerations of utility and consistency.

Assuming, however, as we *do* assume, that the firmness and good sense of the Government will be sufficient to keep them clear of so grave a mistake, it may be worth while briefly to consider in what respects the proposals this year submitted to Parliament for remodelling the Irish bench are susceptible of improvement.

In the first place, we are inclined to agree with Lord Justice Christian; supported as he is by the weight of Irish opinion, not in Dublin only, but in the counties; that the number of twelve circuit-going judges ought not to be diminished. But we fail to see any reason for holding that these twelve judges should be arranged in three Common Law Divisions of the High Court. It will not be forgotton that the separation, which the position of the courts and the nature and amount of the business to be transacted has created in this country between equity and common law practice, prevails but to a very limited extent in Ireland, and that an equity judge there is just as likely to have had a large experience at Nisi Prius as either of the Chief Justices.* There would therefore be neither

* In fact, the present Master of the Rolls had a very leading circuit practice; and the only one of the present judges who could be called an *exclusively* Equity counsel is Baron Fitzgerald, a Common Law judge.

incongruity nor inconvenience in requiring all future judges of the Chancery Division to take their share of the circuit work; and such judges would maintain the dignity, and display the majesty, of English law in the Irish counties just as effectually as if they were justices of either bench, or barons of the Exchequer. Twelve judges would, however, be too few to despatch all the Irish business; not that it bears to the English anything like the proportion of 12 to 21, but that, with so many different functions to perform, there would not thus be scope for sufficient sub-division of labour. A division of four judges is too weak to sit as a Divisional court, and at the same time detach judges to try causes and take chamber work. But two divisions would be ample to keep down all the common law business in Dublin, and by consolidating the divisions into three (one equity and two common law) a number of useless officials might be dispensed with, not only without detriment to the efficacy of the courts, but even with an increase of judicial power. By arranging in three divisions of five judges each the fifteen judges, which we think would prove sufficient for the requirements of Ireland, much wasteful multiplicity of officers would be avoided, without any sacrifice of judicial efficiency. This plan would have the further advantage of grouping cognate subjects in the same divisions, instead of giving a "fantastic annexe" to two out of the three Common Law Divisions, as proposed by the Bill of this session, as amended. And it could be carried into effect at once, and without any interval of "transitionalism," such as was contemplated by that Bill.

For this purpose it would be necessary to enact—

First. The Chancery Division shall in the first instance consist of

1. The Master of the Rolls;
2. The Vice-Chancellor;
3. The Landed Estates Judge;
4. The Judge of Probate;
5. The Judge of Admiralty;
6. } The Judges of Bankruptcy;
7. }

but such judges shall be reduced to five in manner hereinafter mentioned.

Secondly. The Queen's Bench Division shall in the first instance consist of

1. The Lord Chief Justice of Ireland;
2. The Lord Chief Baron;
3. } The three puisne Judges of the Queen's Bench
4. } and such one of the Barons as the Lord
5. } Chancellor may appoint;
6. }

but such judges are to be reduced to five in manner hereinafter mentioned.

Thirdly. The Common Pleas Division shall in the first instance consist of the remaining six judges, to be similarly reduced to five as before.

Fourthly. Every judge hereafter to be appointed to any division is to be liable to go circuit in his turn. (This will leave, when all completed, three spare judges at every assize.)

Fifthly. Every judge (existing and future) in the Chancery Division is to have all the statutory powers of a Landed Estates Court judge.*

Sixthly. No future vacancy in the office of Judge of Admiralty or Bankruptcy is to be filled up; but the functions of those judges are to be discharged by all the judges of the division as they may arrange.

Seventhly. Any future vacancy in any other judgeship, not a Chief Justiceship, is to be offered to the judges of Bankruptcy if then existing. If either of them accept it, he is thereby to become a judge "appointed after the passing of the Act."

Eighthly. The first vacancy in either of the Chief Justiceships is to be filled up by the appointment of the Lord Chief Baron to the post.

Ninthly. No vacancy other than of a Chief Justiceship is to be filled up in either of the Common Law Divisions (except by the appointment of an existing Bankruptcy judge) unless the effect of not doing so would be to reduce the number of judges in the division to four. Provided that if at any time the number of judges liable to go circuit would, if such vacancy were not filled up, be reduced to eleven, then such vacancy may be filled up notwithstanding that the number of judges in the division is thereby continued at six.

Lastly. Any existing judge, other than the Master of the Rolls or a Chief Justice, may be transferred from any one division to any other division, provided that no existing judge shall by reason only of any such transfer be rendered liable to go circuit.

These provisions would, we think, effect the proposed reduction (which is certainly not excessive) without any practical interference with the existing machinery, and would moreover relieve the pressure in the Landed Estates Court (if it exists), without saddling the Consolidated Fund with any permanent additional burden.*

* In the interval the difficulty suggested (if real) might be temporarily met by giving a formal appointment as Landed Estates Judge to one of the other judges named for this division.

RECENT DECISIONS.

COMMON LAW.

BILLS OF LADING ACT—FOREIGN BILL OF LADING.

Blanchet v. *Powell's Llantivit Colliery Company*, Ex. 22 W. R. 490, L. R. 9 Ex. 74.

The effect of this case is not unlikely to be mistaken, but when rightly understood we must add that it is very small. The master sued for freight; the defendant, the indorsee of the bill of lading, alleging that only part of the goods in the bill of lading had been carried, paid into court a proportional part of the freight. If the freight had been a rateable freight he would clearly have been right (without any assistance from the Bills of Lading Act); the plaintiff could only have recovered for what he had actually carried and delivered. But the freight was in fact a lump freight, and that being so the defendant's position, whether with the Bills of Lading Act or without, was most illogical. A lump freight cannot be rateably apportioned (*Robinson* v. *Knight*, 21 W. R. 683, L. R. 8 C. P. 465; *Merchants Shipping Company* v. *Armitage*, 22 W. R. 11, L. R. 9 Q. B. 99). If the warranty contained in the bill of lading (for that is the effect given to its statements under certain circumstances by the Act) was a condition precedent to the recovery of the freight, then no freight at all was due, and the defendant ought to have paid in nothing. The result would be absurd, because in that case the want of a single ton would deprive the plaintiff of his whole freight; but this is the only logical inference from the assumed premises. If, on the other hand, it was not a condition precedent, but only gave a right of action in respect of the non-delivery of the goods stated in the bill of lading, then the breach was clearly no answer to the action. It could not even have been pleaded on a set-off; but to plead as an answer to so much of the freight as was assumed to belong to the missing goods the non-delivery of those goods, which would give rise to a claim for damages measured on a totally different footing, was manifestly absurd. But, although the defendant had made his position as untenable as it was possible to make it, it must we think be taken to be the effect of the judgment of Bramwell, B., that the breach of the warranty contained in the bill of lading

* This notice does not pretend to be exhaustive of the question; the space at our command would not admit of that; but it points out with, we think, sufficient precision the principle upon which the readjustment of judges ought to take place. The working details may require amplification or modification.

would be in no case an answer to an action for freight. And in support of this view we may add the further consideration, that to allow it to be an answer would produce the absurdity that the holder of the bill of lading would be entitled, not only to refuse freight, but in addition to claim damages for non-delivery of the goods.

There were other replications, raising the point that the bill of lading was made by a French captain in a French port, and that by French law the non-delivery of part would be no answer to a claim for freight; and these replications were held good. We need add no remark on this part of the case, except that we doubt the accuracy of the statement of French law (which, however, of course does not affect the correctness of the judgment). We believe that in fact, according to French law, the bill of lading not being drawn with the words *ainsi dits*, the defendant would have been entitled to set off against the claim of freight the value of the missing cargo. Whether he could have availed himself of the right in an English court (this being matter in part of procedure) is not so clear; but the defendant seems to have thrown away the only chance open to him.

LIFE POLICY—UNTRUE DECLARATION.

Macdonald v. *Law Union Insurance Company*, Q.B., 22 W. R. 530, L. R. 9 Q. B. 328.

This decision seems to have given some surprise. Yet any lawyer reading the policy would have been very much surprised if the decision had been the other way. The condition was express that "if the declaration in writing under the hand of the (plaintiff) . . . is not in every respect true, or if there has been any misrepresentation, concealment, or untrue statement in treating for the insurance . . . the insurance shall be void." The clause draws a clear distinction between the statements in the declaration and other statements made in treating for the insurance. As to the first the statements are required to be "*in every respect true*"; as to the second there must be no "misrepresentation, concealment, or untrue statement." It might be very reasonably contended, and probably with success, that the words used with regard to the second imported fraud in the person making the statements; but as to the first it seems scarcely arguable that the words meant anything less than that the statements must be *in themselves* true. The express condition avoiding the policy distinguished the case entirely from *Wheelton* v. *Hardisty* (6 W. R. 539, 8 E. & B. 232), the decision in which has not passed without question, but which (whether right or wrong) was itself the cause of such conditions as those in question being usually inserted in life policies.

NOTES.

HOME.

Lord Romilly having now clearly committed himself to follow Lord Cairns's views on novation in preference to those of his predecessor in the European Arbitration, applications were made on Monday last by shareholders in the British Provident Society, and in the Industrial and General Life Assurance, &c., Company, that calls made upon them might be stayed. The ground of the applications was that the policyholders whose claims remain undetermined will most likely be thrown entirely on the European Society, and consequently there will not be such a necessity for such large calls on the absorbed companies as was contemplated when those calls were made. The arbitrator granted the application, and at the same time expressed himself in a manner which can only be understood as intimating that the cases on novation, decided by Lord Westbury, might be re-heard. This is certainly a strange state of things, and we cannot help joining in the wish that has been expressed that the liquidation may be speedily completed and the final award signed. It has been well said that until this is done the position of the parties interested in the award will be dependent on the life and health of a single individual, for at any time a new arbitrator may arise who may disapprove the acts of his predecessors and upset much of what has been done by them.

Vice-Chancellor Hall has explained that, in his remarks (noted *ante*, p. 737) on the presentation of winding-up petitions during the long vacation, what he then intended to say was that only petitions of an urgent nature would be attended to in the long vacation, and that the costs of an application to the vacation judge might have to be borne by the party making it.

In the Exeter reredos case the Dean of Arches, on Thursday last, reversed the decision of the Bishop of Exeter ordering the removal of the reredos with the figures thereon, and directing a stone screen inscribed with the ten commandments, which had been removed, to be replaced. The learned Dean was of opinion that the Bishop, acting alone, had not the power to order the removal of the reredos any more than he had the power, acting alone, to prevent the Dean and Chapter putting it up. He was also of opinion that the absence of an episcopal faculty did not make the erection of the reredos illegal. As to the images on the reredos he did not think them illegal, and with respect to the stone screen it had been already arranged that it should be replaced. The appellants did not press for costs. No notice of an appeal to the Privy Council was given.

GENERAL CORRESPONDENCE.

[*To the Editor of the Solicitors' Journal.*]

Sir,—With reference to your report last week of the annual meeting of the Incorporated Law Society, I wish to explain what appears (see *ante*, p. 744) to be a somewhat irrelevant statement made by me. What I said was, that I had the pleasure of being a member of Clifford's Inn, and that every time I attended I regretted that such Inns were not universal in the profession. My remarks were intended to be in support of the observations of Mr. Bolton and other members, whom I understood as advocating the re-admission of attorneys into Gray's Inn and the other Inns of Court. Barristers belong to Inns of Chancery, with attorneys. It seems to me a matter for regret that attorneys should have lost the privilege they once possessed of being full members of the Inns of Court. They clearly did not value this privilege much or they never would have allowed it to be taken from them.

RALPH THOMAS.

11, Salisbury-street, W.C., August 5.

[Mr. Thomas's remarks were certainly somewhat condensed in our report, but we, and no doubt our readers also, saw that the statement referred to was not at all irrelevant to the subjects discussed by previous speakers. ED. S.J.]

APPOINTMENTS.

Mr. THOMAS IRWIN BARSTOW, of the Northern Circuit, has been appointed a magistrate at Clerkenwell Police-court, in the place of Mr. John Henry Barker, who lately resigned on account of ill health. Mr. Barstow was called to the bar at the Inner Temple in 1845.

Mr. GEORGE DIXON, of John-street, Bedford-row, has been appointed a London Commissioner to administer oaths in the High Court of Chancery.

Mr. W. CARTER, of Leadenhall-street, has been appointed a London Commissioner to administer oaths in Chancery.

The Lords Justices rose on Wednesday for the Long Vacation, leaving no arrears behind them in any of the branches of their court.

Mr. Weightman, whose trial and conviction for stealing books from the Inner Temple Library will be fresh in the recollection of our readers, has been disbarred.

COURTS.

THE EUROPEAN ASSURANCE SOCIETY ARBITRATION.*

(Before Lord ROMILLY.)

May 14; June 15, 18; July 8.—*Re The Royal Naval, Military, and East India Life Assurance Company, Grain's case, and Wilson's case.*

Re The Householder's Life Assurance Company, Glanfield's case.

Re The India and London Life Assurance Company, Talbot's case, and Vivian's executrix's case.

Life assurance company—Amalgamation of companies—Transfer of business and liabilities from one company to another—Endorsement on policy—Policyholder—Novation—Mortgagee of policy—Winding up.

Where a transfer of business and liabilities from one life assurance company to another has taken place, it is not necessary, in order to establish a novation between a policyholder in the transferor company and the transferee company, that the parties should concur and all join together to make a new contract.

Lord Cairns's decisions on novation in the Albert Arbitration followed, in preference to Lord Westbury's in this Arbitration.

On the transfer of business and liabilities from the I. to the E. Company, T., a policyholder in the I. Company, had his policy endorsed by the E. Company to the effect that "in consideration of the within-named assured agreeing to the transfer of the within policy, &c.," the E. Company thereby agreed to perform the stipulations contained in the policy on behalf of the I. Company. T. subsequently paid his premiums to the E. Company. In the winding up of both companies

It was held (dissenting from Lord Westbury's decision in Pratt's case, ante p. 25) *that a novation had been established, and that T. was not entitled to prove against the I. Company for the value of his policy.*

In Gl's. case, under the arrangements made for the transfer of business from the H. to the E. and I. Company, it was admitted that the E. and I. Company became merely guarantors of two policies held by Gl. in the H. Company. The E. and I. afterwards transferred its business to the B. N. Company, and Gl. then had his policies endorsed to the effect that 'in consideration of the within-named assured having agreed to the transfer of the within policy, &c.," the B. N. Company thereby agreed to perform the stipulations contained in the policy "in the stead of" the E. and I. Company.

The B. N. afterwards transferred its business to the E. Company. Gl. paid his premiums to each company in succession.

Held, that the B. N. had adopted the policies by the desire of Gl., and therefore that he was not entitled to prove in respect of them against the H. Company.

But in the case of G. and W., two policyholders in the R. N. Company, which had transferred its business and liabilities to the E. Company,

It was held (following the decision of Lord Westbury in Hort's case, 17 S. J. 765, *which was also the case of a policyholder in the R. N. company) that no novation had been established.*

Held also, in G.'s case, that a subsequent endorsement made on G.'s policy, by which he agreed to pay the E. Company an extra premium for residence abroad, did not constitute a novation.

And in W.'s case, that the executrix, by sending in her claim on W.'s death first to the E. Company, had not abandoned the original contract with the R. N. Company.

A mortgagee of a policy is in no better position, with respect to novation, than the mortgagor.

May 14.—*Re The Royal Naval, Military, and East India Life Assurance Society, Grain's case.*

In this case Colonel Grain had effected, in 1861, a policy on his own life, with the Royal Naval and Military Society for £400 with profits.

In September, 1866, an amalgamation took place between the Royal Naval Society and the European Assurance Society, and circulars were sent by each company, to the policyholders of the Royal Naval, informing them of what had taken place. These circulars and the other documents and facts relating to this amalgamation will be found stated at length in *Hort's case*, 17 S. J. 765.

Colonel Grain received all the circulars, and paid his premiums to the European Society, down to the winding up of that society in 1872. No bonus had ever been declared by the European Society in respect of his policy.

The following condition amongst others was endorsed upon the policy when it was first effected:—

"Persons, whose lives are assured, may also reside in any part of the Canadas, Nova Scotia, the Eastern Side of the Northern Seaboard States of the Western Hemisphere to the northward of latitude 40°, St. Helena, Ascension, Madeira, the Canary Islands, South Africa without the Tropic, Australia south of the Tropic, Van Dieman's Land, New Zealand, or the Falkland Islands, without obtaining any special permission from the directors for that purpose, and without paying any additional premium beyond such additional premium for the risk of the voyage to or from any of those places as according to the society's existing rates for the time being shall be payable, or as a board of directors shall specially determine in each particular case for such risk. But policies on the lives of persons assured will become void on their going into any part of the world not above authorised, or going to any of the above-mentioned places out of Europe to reside there, or departing therefrom, or engaging in war, unless the insurance extend to such risk, or not extending thereto unless the assured take the earliest means of communicating every such going or departure, or engaging in war, to the directors under such regulations as they may from time to time prescribe, and pay the additional premiums on account of the voyage or other increased risk according to the society's existing rates for the time being, or as a board of directors shall specially determine for each particular case, such additional premiums being in no case less than for one whole year, unless the directors think proper to determine otherwise."

In September, 1867, Colonel Grain, desiring to reside for a time in Jamaica without prejudice to the assurance effected by him, applied to the European Society for permission, and the following memorandum was endorsed by them upon his policy:—

"No. 243. Memorandum.

In consideration of the additional annual premium of £16, payable on the 2nd day of September, in every year, the within assured is allowed to proceed to, to reside in, and to return from Jamaica without prejudice to this assurance."

Both the European and the Royal Naval Societies were ordered to be wound up in 1872, and in the winding up Colonel Grain claimed to be a creditor of the Royal Naval Society for the value of his policy, but the joint official liquidator contended that the above endorsement was a new contract in writing with the European Society, and amounted to a novation by Colonel Grain of his original contract.

Higgins, Q.C. (*M. Cookson* with him), for the joint official liquidator, admitted that Lord Westbury had had all the documents and facts relating to the amalgamation of these societies before him, and had decided that in general they had not the effect of creating a novation; but he contended that the special endorsement on this policy granting permission to go abroad at an enhanced premium took this case out of those decisions, and cited in support of that view *Knox's case*, 16 S. J. 673, *Allen's case*, 16 S. J. 657, and *Glazebrook's case*, Reilly's Albert Rep. p. 135.

F. C. J. Millar, for Colonel Grain, relied entirely on the principles laid down by Lord Westbury in every case of novation which he had decided.

LORD ROMILLY.—I think there is no novation in this case. It is governed in substance by Lord Westbury's decisions.

Solicitors for the joint official liquidator, *Mercer & Mercer.*

Solicitors for Colonel Grain, *Wood, Street, & Hayter.*

May 14.—*Wilson's case.*

This was also the case of a policyholder seeking to prove against the Royal Naval and Military Society notwithstanding the transfer of its business to the European Society,

* Reported by R. TAUNTON RAIKES, Esq., Barrister-at-Law.

which took place under the circumstances stated in *Grain's case* (*supra*), and, at length, in *Hort's case*, 17 S. J. 765.

The policy was effected by Mr. A. Wilson on his own life for £100 without profits, and on the amalgamation taking place Mr. Wilson received the circulars sent to the other shareholders, but never sent his policy to the European Society for endorsement, or took any steps in the matter, except that he paid the premiums as they became due to the European. He died on the 22nd April, 1871, and Mrs. Wilson, his widow and executrix, made a claim against the European Society in the following letter:—

"Gentlemen,—I have to announce the death of Mr. Andrew Wilson, whose life was assured in the European Assurance Society for £100; No. of policy 1598. He died on Saturday, the 22nd April, 1871, at 1, Rathgar-place, Plumstead Common-road, Plumstead, Kent.

ELIZABETH WILSON."

On the 16th May the European Society admitted the claim, and it would have been paid in due course but for the winding-up petition which was presented on the 10th June, 1871. The winding-up order was made on the 12th January, 1872, and the claim was never paid.

On the 1st March, 1872, the Royal Naval Society was also ordered to be wound up, and on the 29th April, 1872, Mrs. Wilson sent in a claim for the first time against the Royal Naval Society.

Higgins, Q.C. (*M. Cookson* with him), for the joint official liquidator, contended that Mrs. Wilson, by electing on her husband's death to claim against the European instead of against the Royal Naval, had done such an act as would bring her within the principle of Lord Westbury's decisions, and must therefore be held to have entered into a new contract, with the European. In *Budden's case*, 16 S. J. 462, in the Albert Arbitration, this very question had been decided.

F. C. J. Millar, for Mrs. Wilson, was not called upon.

Lord ROMILLY.—If you could point to any facts which looked as if she adopted the European Society to the exclusion of the Royal Naval Society, that would be a different thing. I do not see any abandonment of the Royal Naval. You ought to prove some act showing that.

Solicitors for the joint official liquidator, *Mercer & Mercer*.

Solicitor for Mrs. Wilson, *G. Whale*.

June 15.—*Re The Householder's Life Assurance Company, Glanfield's case.*

In this case Mr. Robert Glanfield had effected in 1852 two policies for £100 each upon his own life with the Householder's Company. He paid the premiums upon these policies down to September, 1858, when the Householder's Company transferred their business to the English and Irish Church and University Assurance Society, and at the same time sent to their policyholders a circular announcing the fact, and forwarding a certificate of guarantee to be attached to the policy. It was admitted that under this arrangement the English and Irish Church Society were mere guarantors. The English and Irish Church Society subsequently transferred its business to the British Nation Association, and on that occasion the following endorsement was made upon each of Mr. Glanfield's policies:—"In consideration of the within-named assured having agreed to the transfer of the within-written policy to the British Nation Life Assurance Association, and to pay to the said association all future premiums on the same policy as they become due, and to observe and perform all the stipulations contained in the said policy on the part of the said assured, the said association doth hereby agree to observe and perform all the stipulations contained in the same policy on the part of the English and Irish Church and University Assurance Society, and in the stead of the said English and Irish Church and University Assurance Society." And the endorsement further stated that the subscribed capital for the time being of the said association and other the funds and property of the said association remaining, at the time of any claim made, undisposed of and inapplicable to prior claims in pursuance of the provisions of the deed or deeds of settlement of the said association should alone be liable to answer all claims.

Mr. Glanfield afterwards paid his premiums to the British Nation, and on two occasions reversionary bonuses were declared on his policies. Subsequently the British Nation transferred its business to the European Society, and Mr. Glanfield then paid the premiums to the European. The English and Irish Society had been wound up, but the Householder's Company was still in existence, though it had ceased to carry on business after its amalgamation with the English and Irish. Mr. Glanfield had recently died, and his widow and executrix now asked for a declaration that there had been no novation by her husband of his original contract, and that she was entitled to prove against the Householder's Company.

The British Nation as well as the European had been ordered to be wound up.

F. C. J. Millar, for Mrs. Glanfield, argued that Mr. Glanfield had always reserved his right against the Householder's Company, and that he did not accept the British Nation or take any steps in consequence of their taking over the English and Irish Church Society, except that he paid his premiums to them. The arrangement between the Householder's Company and the English and Irish Church Society being simply a guarantee arrangement, no subsequent novation of his contract with the English and Irish Church Society, as between that Society and the British Nation Association, could affect his original contract with the Householder's Company. He cited *Conquest's case*, 17 S. J. 328, as being exactly in point, and *Grain's case* (*vide supra*).

Higgins, Q.C., for the joint official liquidator, submitted that there was a plain unequivocal novation in writing contained in the endorsement made on the policies when the amalgamation took place with the British Nation. *Kennedy's case*, 15 S. J. 729, before Lord Cairns, was very important, as showing the proper construction of this endorsement. As to the cases before Lord Westbury they had here all the conditions laid down by him, and an agreement in writing of the most explicit kind. He also referred to *Dale's case*, 15 S. J. 886.

M. Cookson, for Mr. A. P. Onslow, a shareholder in the Householder's Company, was stopped by his Lordship.

Millar, in reply, cited *Hort's case*, 17 S. J. 765.

Lord ROMILLY.—I think there is novation in this case. Lord Cairns' judgment exactly applies in so many words to this particular case. The British Nation Association having adopted the policy, and having acted upon it by the desire of the person himself, as is set out at full length in the case, that binds all those who have acted upon it.

Cookson asked that Mr. Onslow's costs should be paid by the applicant, but

Lord ROMILLY said that he had at present no jurisdiction with regard to him, and that, if he appeared at all, it must be at his own expense.

There was no order as to the costs upon the agreed case.

Solicitors for the joint official liquidator, *Mercer & Mercer*.
Solicitors for Mrs. Glanfield, *Rooks, Kenrick, & Co.*

June 18.—*Re the India and London Life Assurance Society, Talbot's case.*

The India and London Life Assurance Company was established in 1846 by a deed of settlement, and was completely registered under the Act 7 & 8 Vict. c. 110. The capital of the company was £250,000, in 5,000 shares of £50 each, of which £2 per share was paid up.

In 1850 Mr George Talbot effected a policy on his own life with the India Company for £1,200 at an annual premium of £23 11s. 0d.

In 1860 the India Company transferred its liabilities under existing policies to the European Assurance Society, by an agreement dated the 21st February, 1860, which contained, amongst others, the following provisions:—

1. The said Society to take upon themselves in conformity with their deed of settlement, and to indemnify the said Company from the liabilities of the said Company in respect of such of the life policies mentioned in the annexed schedule as have been duly effected with the said Company and were in full force at twelve o'clock p.m. of the 16th day of February, 1860, and on which claims have not arisen by death or otherwise prior to that period of time.

2. All renewal premiums falling due in respect of policies set forth in the said schedule after twelve o'clock p.m. of the 16th day of February, 1860, shall be the property of and belong to the said Society, and all renewal premiums, which fall due before that time, shall belong to the said Company, although they may not have been received.

3. The said Society is not to be liable to or affected by

any contract or agreement entered into by or on behalf of the said Company, with any board of directors, director, secretary, medical officer, clerk, inspector, agent, or other person of the said Company, nor to the rent of any offices or to any expenses whatever relating to the said Company or any person acting on their behalf.

4. The said Society will issue their own policies in lieu of or in exchange for such of the policies of the said Company as come within the provisions of this agreement to all such of the policyholders as they can induce to accept the same, and such of the policyholders as may be unable to exchange their policies may have them endorsed by the said Society in conformity with their deed of settlement, relieving the said Company from all further liability under the same, which endorsement the said Society undertakes to make on such policies. The liabilities on such policies as may not be so exchanged or endorsed shall also fall on the said Society, as completely as if they had been so exchanged or endorsed, provided the amount payable in respect of the premiums on such policies shall from time to time have been duly paid to or accepted by the said Society.

8. In consideration of the accrued liability under the policies and life annuities coming within the provisions of this agreement, undertaken by the said Society, and the indemnity agreed to be given by them to the said Company, the said Company undertakes to pay the sum of £14,600 to the above Society."

On the 29th February, 1860, the following circulars were sent by the India Company and the European Society respectively to all policyholders in the former, and were received by Mr. Talbot:—

"India and London Life Assurance Company,
2, Waterloo-place, Pall Mall, London,
S.W., 29th February, 1860.

Sir,—The directors of the India and London Life Assurance Company beg to state that they have entered into an arrangement to transfer the policies issued by them to the European Assurance Society.

The existing annual revenue of that Society exceeds £120,000, its assets exceed a quarter of a million, the subscribed capital amounts to £250,000, and it has a most numerous, influential, and wealthy body of shareholders. Its business is also rapidly increasing, and the plan of the Society offers to the insured a greater probability of speedily reaping a bonus than smaller companies, the ratio of whose expenses to their income necessarily forms a considerable tax on their resources.

The European Assurance Society is empowered by a special Act of Parliament, and is prepared to issue its own policies in exchange for those of this Company without altering or limiting any of the terms or conditions on which our policies have been issued. Those parties who may wish to have their existing policies simply endorsed so as not to disturb any legal instruments with which they may be incorporated may have them so endorsed, and in a manner which will fully secure the responsibility and guarantee of the European Society for the payment of all claims under the policies.

For this purpose all communications should be addressed to W. Cleland, Esq., the manager of the European Assurance Society, who in conjunction with the board of directors is empowered to act in this matter.

The directors of the India and London Life Assurance Company believe that in taking the present step they are decidedly promoting the interests of their policyholders, and they trust that the assured will view it in the same light, and see that the change is one undoubtedly for their advantage.—I am, Sir, your most obedient servant,

JOHN J. JERDEIN,
Chairman of the India and London Life Assurance Company."

"The European Assurance Society (empowered by special Act of Parliament). Offices, 2, Waterloo-place, Pall Mall, London, S.W. February 29, 1860.

Sir,—The annexed letter from the India and London Life Assurance Company will inform you of the fact of an agreement having been entered into for a transference of its policies to this Society. Enclosed is a prospectus and a list of shareholders, and you cannot fail to perceive that the proprietary body is exceedingly numerous, and includes a very unusual number of gentlemen in the principal manufacturing and commercial districts of England of known wealth, reputation, and influence, and to this circumstance is, no doubt, in a great measure due the success of the Society.

The Society is empowered by special Act of Parliament, and is the only life assurance and fidelity guarantee society whose policies of guarantee are to be accepted by the Government and its departments. The subscribed capital is £250,000. The uncalled up capital exceeds £180,000. The revenue exceeds £120,000 per annum, and the assets are upwards of a quarter of a million sterling.

With these resources there can be no doubt of the advantages to be derived by the policyholders over those of many other companies. These advantages are briefly but clearly set fo th in the accompanying prospectus.

The board of directors will give every facility for exchange or endorsement of your policy, and it is hoped that by this continuance of that prompt and honourable dealing which has throughout been characteristic of this Society, we may succeed in securing your cordial co-operation in augmenting its prosperity and increasing its connections.

The enclosed documents show the progress and position of the Society, but every additional information may be at once obtained on application to the manager.—We are, Sir, your obedient servant,

HENRY WICKHAM WICKHAM,
Chairman of the European Society.
WILLIAM CLELAND, Manager.

On the 28th June, 1860, Mr. Talbot left his policy at the European Society's office, and it was afterwards returned to him with the following endorsement printed upon it, and sealed with the Society's seal:—

"No. 156/4

"In consideration of the within-named George Talbot agreeing to the transfer of this policy to the European Assurance Society, to pay to that Society all the future premiums as they become due, and to observe and perform all the stipulations contained therein on his part, we on the part of the European Assurance Society do hereby agree to observe and perform all the stipulations therein contained on behalf of the India and London Life Assurance Company. It is also declared that the capital stock, or so much thereof as for the time being shall have been subscribed, and the other stocks, funds, securities, and property of the said Society, remaining, at the time of any claim or demand made, unapplied and undisposed of and inapplicable to prior claims and demands in pursuance of the trusts, powers, and authorities contained in the deed or deeds of settlement of the said Society, shall alone be liable to answer and make good all claims and demands upon the said Society under or by virtue or in respect of the within written policy, and all other policies, and that no director, proprietor, or member of the said Society, his heirs, executors, or administrators, shall by reason of any policy of assurance or instrument securing annuities, or of the whole of the policies of assurance and instruments securing annuities taken together, which any director has signed or may sign be in any wise, individually or personally liable or subject to any claims or demands against the said Society beyond the amount of the unpaid part of his particular share or shares in the said capital stock, or in such part of the said capital stock, as for the time being shall have been subscribed.

Dated this 28th day of June, 1860.

JOHN HEDGINS,
JNO. MOSS,
Directors of the European Assurance Society.
W. CLELAND, Secretary.

Examined H. W.
Entered A. J.

Printed receipts for renewal premiums issued from the chief office will alone be admitted as valid."

Mr. Talbot thenceforward paid the premiums due upon his policy to the European Society.

On the 12th January, 1872, the European Society, and on the 20th April, 1872, the India Company, were ordered to be wound up by the Court of Chancery under the Companies Act, 1862.

The question for the decision of the arbitrator was whether or not Mr. Talbot was entitled to prove for the value of his policy against the India Company.

Waller, Q.C. (*J. Beaumont* with him), for Mr. Talbot, contended that this case was entirely covered by the decisions of Lord Westbury in this arbitration. Mr. Talbot was not a party to, and was in no way bound by, the agreement between the India Company and the European Society, and the endorsement on his policy was in no way a contract by him to substitute the liability of the latter for that of the former. In fact, the agreement of February, 1860, was simply an agreement between the two companies, by which the India transferred its liabilities to the European, but no transfer of assets took place. The India paid £14,600 to the European as purchase-money for the latter's indemnity, but, of course, a large amount of assets still remained in the hands of the India Company. The circulars plainly stated to Mr. Talbot that the terms and conditions on which he held his policy would not be altered, and on the faith of that statement and of the other inaccurate and incorrect representations contained in these circulars, he sent in his policy to be endorsed by the European Society, and accepted their guarantee in addition to his rights against the India Company. The principles upon which Lord Westbury decided these novation cases are to be found in *Coghlan's case*, 17 S. J. 127; *Blundell's case*, 17 S. J. 87; *Scott's case* and *Kelly's case*, Eur. Arb. Minutes, pp. 382, 391; and *Hort's case*, 17 S. J. 765, *Harman's case*, and *Pratt's case*, *ante* p. 25; and your Lordship has up to the present time been disposed to follow the views taken by Lord Westbury. [Lord ROMILLY.—I have changed my opinion very much since I have seen the effect produced by the results of Lord Westbury's decisions.] In *Grain's case* and *Wilson's case* (*vide supra*) your Lordship did not see fit to deprive the policyholder of the right to his original contract.

Higgins, Q.C. (*M. Cookson* with him) for the joint official liquidator.—Assuming that your Lordship is bound by Lord Westbury's decisions, even then none of those decisions touch this case. In *Coghlan's case* there was no endorsement on the policy at all, and Mr. Coghlan continuously protested against the transfer of his liability. In *Blundell's case* the circular was never received by the policyholder, and the whole thing was done behind his back. The others are all cases in the Royal Naval Society, and there the terms of the circulars were materially different from these. Lord Westbury had them before him, and thought on the whole that they did not mean novation, and hence the question was not so seriously argued before your Lordship in *Wilson's case* and *Grain's case* (*vide supra*), both of which were cases in the Royal Naval. In *Glanfield's case* (*vide supra*), where the arrangement was to "transfer the policies," using almost the same words as here, your Lordship held there was a novation.

Waller, Q.C., in reply.—We rely very much upon the fact that there was no transfer of the assets of the India Company, upon which Mr. Talbot had a distinct charge by the terms of his policy. [*Higgins*, Q.C.—These words of the policy do not constitute any charge on the assets; it is so laid down in *Aldebert* v. *Leaf*, 12 W. R. 462, 1 H. & M. 681, and in *Re The Professional Life Assurance Company*, before your Lordship.] Mr. Talbot must have some rights over the property and funds of the company, which they must have intended him in some way or another to resort to when they issued his policy. There was no amalgamation between the companies here, and no dissolution of the India Company.

Judgment reserved.

June 18.—*Vivian's Executrix's case.*

In this case the Rev. A. L. Gordon had in 1850 effected a policy on his own life for £300 with the India Company, at an annual premium of £6 0s. 6d. for the first three years, and £12 1s. 0d. for the remainder of his life.

In 1852 Mr. Gordon mortgaged his policy to a Mr. Vivian, covenanting to pay the premiums as they became due. Mr. Vivian died in 1854, having by his will appointed his wife, C. Vivian, his executrix.

In October, 1862, the European Society sent the following letter to Mr. Gordon:—

> "The European Assurance Society (empowered by special Act of Parliament) Offices, 2, Waterloo-place, Pall-mall, London, S.W., 28th October, 1862.
>
> Sir,—I shall esteem it a favour if you will cause the enclosed form to be attached to policy 679 on your life, issued by the late India and London Company. The paper, which is signed by two directors, admits the liability of this Society.
>
> The policy will in future be registered in our books under No. 29,463.—I am, Sir, your obedient servant,
>
> WM. CLELAND.
>
> Rev. A. L. Gordon, Sydenham Hill."

The form referred to in this letter is as follows:—

> "The European Assurance Society, Chief Office, 2, Waterloo-place, Pall-mall, London.
>
> European, No. 29,463. India and London, No. 679.
>
> Memorandum—It is hereby declared and agreed that the funds and property of the European Assurance Society of London, provided for in the deed of settlement of the said Society, shall be liable for the due payment of the sum of £300, assured by the within policy with the India and London Assurance Company of London, to the person or persons legally entitled to receive the same at the death of the within-named Abercromby Lockhart Gordon.
>
> Provided always that the future premiums payable in respect of the said policy be duly paid to the agent for the time being of the said European Assurance Society at the time and in the manner set forth in the said policy.
>
> In witness whereof we, two of the directors and the manager of the said European Assurance Society, have hereunto set our hands this 16th day of October, 1862.
>
> Printed receipts for renewal premiums issued from the chief office will alone be admitted as valid.
>
> H. H. HARRISON,
> THOS. WINKWORTH,
> Directors of the European Assurance Society.
> W. CLELAND, Secretary."

In all other respects the facts in this case were the same as in *Talbot's case*, and a similar question was submitted to the arbitrator.

Jackson, Q.C. (*Methold* with him), for Mrs. Vivian.—The circulars were only sent to the mortgagor, and there is no suggestion that the mortgagee, who is the owner of the policy, knew anything about them or of the endorsement put upon the policy at the instance of the European Society. Then this endorsement identifies the policy by number as being the original India Company's policy. The decisions have now come to this, that endorsement does not constitute novation, but the endorsement itself must be construed in the same way as any other instrument; and if in the construction it amounts to a new contract *cadit quæstio*. Lord Cairns' views on novation were stated in *Kennedy's case*, 15 S. J. 729, and *Dale's case*, 15 S. J. 886; but *Conquest's case*, 17 S. J. 328, in this arbitration, brought out the difference between Lord Cairns' views and those of Lord Westbury. And *Scott's case*, Eur. Arb. Minutes, p. 382, and *Hort's case*, 17 S. J. 765, are so like the present that, if your Lordship should decide there is novation, you would, in fact, overrule Lord Westbury's judgment.

Higgins, Q.C. (*M. Cookson* with him), for the joint official liquidator. In *Werninck's case*, 15 S. J. 767, it was decided that a mortgagee had no separate rights from the mortgagor whom he leaves to pay the premiums and keep up the policy. The memoranda endorsed on this policy and on Mr. Talbot's are substantially the same, and they must be construed with the circulars in each case.

Judgment reserved.

July 8.—Lord ROMILLY delivered judgment in both *Talbot's* and *Vivian's cases* as follows:—*Talbot's case* is one of those of which so many have had to be decided in this arbitration—namely, on the subject of novation. The policy is an ordinary life policy, granted by the India and London Company on the 16th of April, 1846; it was transferred under an arrangement entered into in 1860 by the directors of the India and London Company with the European Society. On this occasion a circular, a copy of which is set out in the case, was sent to Mr. Talbot. In June, 1860, Mr. Talbot left his policy at the office of the European, whence it was returned to him with an endorsement sealed and signed by two of the directors and the secretary of that Society. Mr. Talbot thenceforward paid the premiums, due on the policy, to the European, and received

their receipt for the same. In 1872 the Society was wound up by an order of January of that year, made by the Vice-Chancellor Malins. The proof of Mr. Talbot against the European Society is admitted. The question I have to determine is whether since the year 1860, he is not a party to and bound by the agreement entered into in June of that year with the directors of the European Society. The decisions on this point are very numerous, and somewhat contradictory, and it is of some importance to review them generally, so as to afford for the future a fixed and regular course of decision. The principal decisions on this subject are Lord Westbury's on the one hand, and Lord Cairns's on the other. An examination of the decisions puts me in a considerable difficulty, and I have endeavoured for a long time to discover some plan by which I might reconcile them all; but I have found this impossible, and a more minute examination, which I have subsequently made upon them, only confirms me in the feeling of this impossibility. Having arrived at the conclusion that it is necessary that I should follow either Lord Cairns or Lord Westbury, I have also come to the conclusion that I must follow Lord Cairns. It certainly is with great regret and great diffidence that I dissent from Lord Westbury; but there is a case which was not cited to me, *Pratt's case*, 18 S. J. 25, which I find totally impossible to separate from *Talbot's case*. If I found that *Pratt's case* had been followed by Lord Westbury in several cases thoroughly argued before him, I should have been placed in a very great difficulty between the manifest importance of uniformity of decision on the one hand, and the difficulty of reconciling all the cases on the other. But this is not so. *Pratt's case* was decided by Lord Westbury on the last day but one of his sitting; he was notoriously unwell at that time, and I doubt whether he had present to his mind all the consequences of that decision, or how he could reconcile it with the views he had stated in some of his former decisions with respect to novation. I have been unable to reconcile it myself, and I have thought it my essential duty to look at these cases of Lord Westbury's *de novo*, as if they had come before me for the first time. And I cannot but think that the acts done by Mr. Talbot constituted a distinct novation, and constituted a fresh contract with the European Society. If this view of mine unsettles decisions, I regret it very much. But I am afraid this is inevitable.

In *Talbot's case* the endorsement says that, in consideration of the assured having agreed to the transfer of his policy to the European Society, that company had agreed to perform the stipulations of the policy on the part of the company by which it was issued. These words seem to me to amount, not to an addition, but to a substitution. The cases, which have come before the Court of Chancery, point in the same direction. The principal case as to an endorsement is *Griffith's case*, 19 W. R. 495, L. R. 6 Ch. 374; there are also *Dale's case*, 15 S. J. 886, and *Hawtrey's case*, 16 S. J. 713. The result is that the mass of judicial authority is too strong for me not to hold that there is a novation in *Talbot's case*.

From the views I have expressed it follows that I adopt the same principle in *Vivian's case*. A point was raised in this latter case, that the mortgagee had some separate rights, and was in a better position than the mortgagor—but this point was decided by Lord Cairns in *Werninck's case*, 15 S. J. 767.

Lord Westbury seems to have held in *Blundell's* and *Coghlan's cases*, and in one or two other cases, that the three parties must concur and all join together to make a fresh contract, in order to constitute novation. Now, I shall not hold that doctrine; it is not doctrine that I think is to be found in the cases.

Lord Westbury was apparently swayed by the hope of giving two funds to pay the creditor, but the result will be, as far as I can judge, that the creditor will in many instances be thrown on a fund where there are no assets at all to pay him. However that may be I must look rather at what is right in law, and not speculate on whether the consequences will give a greater or smaller fund to the creditors.

I must hold in these cases that there is a novation where it is a *bonâ fide* contract, as it is, in my opinion, here; and I must hold that the claimants are not entitled to prove against the India and London Company. That is the consequence which results from the view I have taken.

I am sorry to say I dissent from Lord Westbury in several cases which he has expressly decided on this question of novation.

Solicitors for the joint official liquidator, *Mercer & Mercer*.

Solicitor for Mr. Talbot, *W. A. Day*.

Solicitor for Mrs. Vivian, *T. D. Bolton*.

PARLIAMENT AND LEGISLATION.

HOUSE OF LORDS.

July 31.—*Colonial Clergy Bill.*—On the motion of Lord SELBORNE, the Commons amendments in this Bill were considered, and were agreed to with certain consequential amendments.

In the *Tramways Provisional Orders Confirmation Bill* the Commons' amendments were considered and agreed to.

In the *Working Men's Dwellings Bill*, the Commons' amendments to the Lords' amendments were considered and agreed to.

In the *Public Health* (*Ireland*) *Bill*, the report of amendments was received.

The *Royal* (*Late Indian*) *Ordnance Corps Compensation Bill* and the *Evidence Law Amendment* (*Scotland*) *Bill* went through Committee.

The *Police Force Expenses Bill*, the *Education Department Orders Bill*, and the *Conveyancing and Land Transfer* (*Scotland*) *Bill* were read a third time and passed.

August 3.—*Registration of Births and Deaths Bill.*—This Bill was read a second time.

Sanitary Laws Amendment Bill.—Their Lordships went into committee on this Bill, and the various clauses were agreed to, after the insertion of some amendments.

Endowed Schools Acts Amendment Bill.—The LORD CHANCELLOR, during the debate on this Bill, said that with respect to the draughting of the measure, he, for one, was quite ready to bear his testimony to the admirable manner in which the duties of the draughtsman of the Government had for years been performed, especially when the great pressure which was put upon him towards the close of a session was taken into account. Nothing should he deprecate so much, and of nothing should he be more ashamed, than that the Government of which he was a member should attempt to throw upon the draughtsman the responsibility which rested upon themselves, and he did not believe that the Prime Minister, in any observations he might have made in reference to this Bill, had attempted to shelter the Government at the expense of the draughtsman who drew it. The responsibility for the Bill in its present and also in its original shape rested upon the Government and upon the Government alone.—The Bill was then read a second time.

The *Valuation* (*Ireland*) *Act Amendment Bill* was read a second time.

The *Shannon Navigation Bill* was read a third time and passed.

The *Public Health* (*Ireland*) *Bill.*—The 13th clause was struck out, and the Bill was read a third time and passed.

The *Royal* (*Late Indian*) *Ordnance Corps Compensation Bill* was read a third time and passed.

The *Evidence Law Amendment* (*Scotland*) *Bill* was read a third time and passed.

August 4.—The *Pier and Harbours Confirmation Bill.* The amendments of the Commons were considered and agreed to.

The *Real Property Vendors and Purchasers Bill.*—The amendments of the Commons were considered and agreed to.

The *Vaccination Act* (1871) *Amendment Bil.*—The amendments of the Commons were considered and agreed to.

The *Registration of Births and Deaths Bill* and the *Valuation* (*Ireland*) *Act Amendment Bill* passed through committee and were reported.

The report of amendments in the *Sanitary Laws Amendment Bill* was received.

The *Turnpike Acts Continuance Bill.*—This Bill was read a second time.

The *Royal Irish Constabulary and Dublin Metropolitan Police.*—This Bill was read a second time.

The *Private Lunatic Asylums* (*Ireland*) *Bill.*—This Bill was read a second time.

The *Post Office Savings Bank Bill.*—This Bill was read a second time.

The *Great Seal Offices Bill.*—This Bill was read a second time.

The *Fines Act (Ireland) Bill.*—This Bill was read a second time.

Endowed Schools Acts Amendment Bill.—This Bill passed through committee and was reported.

On the report certain amendments were moved by the Duke of RICHMOND, and were agreed to.

Public Worship Regulation Bill.—On the order for the consideration of the Commons' amendments in this Bill, after a speech by the Archbishop of CANTERBURY, certain of the Commons' amendments, which were merely verbal, were agreed to without discussion.—On the question that their Lordships agree to the amendment in the definition "Church," which amendment brings in "Cathedrals" and "Collegiate Church," the Marquis of SALISBURY protested against the policy of this amendment. It put the cathedrals in a worse position than even any of the churches of the country would be under this Bill. The parish church would be subjected to the operations of the Bill on the complaint of three parishioners; but a cathedral would be subjected to them on the complaint of any three inhabitants of the diocese; so that all security against proceedings under this Bill was taken away from the deans and canons. The amendment was then agreed to.

On the amendment in clause 9, giving the appeal to the Archbishop, the Archbishop of YORK said that great complaint was made by some persons of the powers which this proposal would give to metropolitans; but let their Lordships ask themselves whether diocesans ever had more power than they would enjoy under this Bill. When the Bill left their Lordships' House there was no appeal to the Archbishop, but the matter had been twice considered in the House of Commons, and by a very large majority on one occasion, and a somewhat smaller one on another, that House determined that there should be an appeal. It might be that this amendment placed the Bishop in an invidious position and placed the Archbishop, also, in an invidious position. The Bishop would know the circumstances of the case better than the Archbishop; so that the appeal would be from one well informed to one less informed; but under the 1st and 2d Vict., c. 106, there were a great many cases in which the Archbishop and the Bishop acted together in the first instance. The case of admitting a colonially-ordained clergyman was one which had not been mentioned, and there was the case of the sale of the glebe, which was another. In both these there was a concurrence of action by the Archbishop and the Bishop. Their Lordships would therefore be acting quite within precedent in the law of the English Church if they agreed that in respect of cases under the Bill the Archbishop and the Bishop should have a concurrent jurisdiction. He thought they might very well ask the House of Commons to accede to that. He saw that a clause had been prepared by the Lord Chancellor by which it was proposed that, before the Bishop published his award, he should send his reasons to the Archbishop if he thought that the case should not proceed. The reasons were to be returned by the Archbishop with a statement as to whether he agreed with them or not. If he did agree with them, the hands of the Bishop would be strengthened, and he would send forth his award on the joint responsibility of himself and the Archbishop. On the other hand, if the Archbishop and the Bishop did not find themselves of accord, the case would go on. He did not say that he would have suggested such a mode of meeting the difficulty; but as, except in respect of this clause, there was complete accord between the two Houses, he was willing to adopt any reasonable means of finding a way out of the difficulty. He thought it was hopeless to think of getting the Commons to give up their amendment. On the first division in the other House there were three to one in favour of the amendment; and on the second, in spite of the Government, in spite of the protest of the leader of the Opposition, and in spite of its having been stated that the most rev. Primate and himself were opposed to the amendment, it was agreed to by a considerable majority. He could not, therefore, help asking their Lordships to agree to the proposal of the noble and learned lord on the woolsack.

After several other speeches the LORD CHANCELLOR withdrew his amendment and put the original question that the House agree with the Commons' amendment.

The House then divided with the following result:—

Contents	32
Non-contents	44
Majority against the Commons' amendment	12

Several other amendments made by the House of Commons were then agreed to. The Commons' amendments on clauses 13, 14, 15, and 16, were next agreed to.

On Clause C, the Bishop of OXFORD moved to omit as much of the clause as applied to the case of the chapels of the colleges and halls in the Universities of Oxford, Cambridge, and Durham.—The LORD CHANCELLOR pointed out that there was a difficulty in applying the clause to the Temple Church and the chapels of Lincoln's Inn and Gray's Inn, which were practically private chapels as far as related to the jurisdiction of the ecclesiastical authorities.—The Archbishop of CANTERBURY supported the clause, remarking that no difficulty would arise in administering its provisions as far as the University chapels were concerned.—The Archbishop of YORK observed that the colleges were at present under the control of the visitor, and that being so he did not see that there was any necessity for the proposed interference with the college chapels.

The Commons' amendment was disagreed with.

The amendments in the schedules were then agreed to.

The *Expiring Laws Continuance Bill* was read a second time.

August 5.—*Church Patronage (Scotland) Bill.*—The Commons' amendments in this Bill were considered and agreed to.

India Councils Bill.—The Commons' amendments in this Bill were considered and agreed to.

Endowed Schools Acts Amendment Bill.—This Bill was read a third time and passed.

The *Supreme Court of Judicature Act* (1873) *Suspension Bill.*—This Bill was read a second time.

The *Commissioners of Works and Public Buildings Bill.*—This Bill was read a second time.

The *Irish Reproductive Loan Fund Bill.*—This Bill was read a second time.

The following Bills went through committee and were reported to the House:—Turnpike Acts Continuance Bill, Royal Irish Constabulary and Dublin Metropolitan Police Bill, Private Lunatic Asylums (Ireland) Bill, Post Office Savings Bank Bill, Great Seal Offices Bill, Fines Act (Ireland) Amendment Bill, and the Expiring Laws Continuance Bill.

The following Bills were read a third time and passed:—Registration of Births and Deaths Bill, Sanitary Laws Amendment Bill, and the Valuation (Ireland) Act Amendment Bill.

Public Worship Regulation Bill.—This Bill was brought up from the Commons, and the clerk at the table announced that the Commons did not insist on their amendment to the 9th clause, and agreed to the Lords' amendments on the Commons' amendments.

Aug. 6.—The *Local Government Board (Ireland) Provisional Order Confirmation Bill.*—The Commons' amendments were considered and agreed to.

The following Bills were read a third time and passed:—Turnpike Acts Continuance, Royal Irish Constabulary and Dublin Metropolitan Police, Private Lunatic Asylums (Ireland), Post Office Savings Bank, Great Seal Offices, Fines Act (Ireland) Amendment, Expiring Laws Continuance, Commissioners of Works and Public Buildings, and Irish Reproductive Loan Fund.

Supreme Court of Judicature Act (1873) *Suspension Bill.*—On the motion for the third reading of this Bill,—Lord SELBORNE expressed his disappointment at the failure of the expectation of legislation on subjects connected with this Bill. The Legal Bills had been brought forward at an early period of the session, and he should have thought that they went down from their Lordships' House in sufficient time to pass the other House in the present session. Under these circumstances, and with the additional advantage arising from the concurrence of that and the other House in supporting a powerful administration, if time could not be found for the discussion of such measures until the last fortnight of the session, he despaired of seeing justice done

to such Bills. If there was any use in a Government strong in both Houses, it was that measures of this kind might have a fair chance, and not be thrust aside for measures comparatively of only ephemeral importance. It might be that there had been a prospect of considerable discussion in the other House of Parliament on the Bills relating to the transfer of land; but as regarded the Judicature Bills if there was everywhere the same zeal in the cause of law reform possessed by his noble and learned friend on the woolsack those Bills would have passed through the House of Commons. What was the consequence? The Bill which passed last year, and which the whole of the legal profession had expected would come into operation this year, was, by the measure now before their lordships, proposed to be kept in suspense for a whole year from November next. He could not see how there was a necessity for such a postponement. Even if a postponement was necessary would not a short postponement to the beginning of next year have been sufficient? He admitted the advantage of having the Act of last year and the amendment of it proposed this Session come into operation simultaneously, but he could not think that it was at all so considerable as to counterbalance the disadvantage arising from the doubts to which the postponement of the Act of last year would give rise in the minds of many persons. The principles of that measure would be topics for discussion, and it would get abroad that there was an intention on the part of the Government and Parliament to reconsider these principles and the whole of the plan which had been already sanctioned by both Houses and had become law. The result might be that at the beginning of next session we might find ourselves further off than ever from the reform which they had expected to see effected before the close of the present year. He was sure that in the mind of his noble and learned friend there was no intention to change from the principles on which this legislation had proceeded last session, and in their Lordships' House during the present year; but, for the reasons he had referred to, it would give him great satisfaction to hear from his noble and learned friend that his views were unchanged, and that their Lordships might look forward to a serious and earnest attempt next session to pass the measures he had introduced this year, and that the Act of last year would be brought into operation without any further delay than was now absolutely necessary.—After some remarks by the Earl of LIMERICK and Lord REDESDALE, the LORD CHANCELLOR, after acknowledging the assistance given him with respect to the Bills by the House, Lord Selborne, and the judges, said that with regard to the course taken in another place in respect of the Bills, the history of it appeared extremely simple. When those Bills went down there was every reason to suppose that they would meet with general approval in the other House. Being Bills brought down from this House, precedence before them was given to Bills which had originated in the House of Commons. But after a time it was found that a number of amendments were to be proposed to the Land Transfer Bill; that as regarded the Judicature Act Amendment Bill some opposition would arise on questions of detail; and that as regarded the new Tribunal of Appeal certain questions would be raised as to judicial appointments for Scotland and Ireland. Still he had not the least doubt that those Bills would have passed through the other House if towards the close of the session there had not come before the House of Commons a Bill of great public interest, and one which occupied the energies and attention of that House to such an extent that the Government found that any opposition sustained by however limited a number of members would at that period of the session have prevented the passing of the legal Bills. His noble and learned friend said that even suppose the Irish Judicature Bill and the Judicature Act Amendment Bill could not have passed, he could not see why the English Act of last year should not have been allowed to take its course and come into operation at the time originally fixed. That could not have been done, because in order to bring it into operation it would have been necessary to complete the constitution of the Appellate Court, and in order to complete the constitution of the Appellate Court it would have become necessary to consider the questions raised in respect of the representation of Ireland and Scotland. The Government had no intention to present the Bills next session in a different form to this or the other House of Parliament. It was true that the Bill now before their Lordships suspended till the month of November, 1875, the coming into operation of the Act of last year. But it was the intention of the Government to present the Bills at a very early period of the next session, and if Parliament would address itself to them without delay, there was no reason why the Act of last year might not come into operation long before November—perhaps by the 1st of May—and it would be entirely competent to Parliament to alter the date in the Bill before their Lordships and decide on a much earlier one.

HOUSE OF COMMONS.

July 31.—*Standing Orders.*—On the motion of Mr. RAIKES, an amendment was made in Standing Order 176, with the object of requiring that in the case of drainage Bills the consent of landowners in the "drainage district," not in the "parish," as hitherto, should be obtained.

The *Judicature Commission.*—In answer to Mr. WHITWELL, Mr. CROSS said the report of the Judicature Commission was finally agreed to on the 20th inst. The only delay that had occurred had been a delay with reference to the signatures. He hoped that the signatures would be obtained in time to lay the report on the table before the close of this session.

Law Office Holidays.—In answer to a question, the ATTORNEY-GENERAL said,—The Bank Holidays, as fixed by Sir John Lubbock's Act, are four in number—Easter Monday, Whit Monday, the first Monday in August, and the first working day after Christmas-day. It is proposed by the Judicature Rules to adopt three of these Bank holidays as holidays in the law offices—viz., Easter Monday, Whit Monday, and the day after Christmas-day—but it is not proposed to make the first Monday in August a holiday; and, having regard to the pressure of business in the law offices at this period of the year, I do not think that it would be conducive to the interests of the public to make an early day in August a holiday in the law offices. I may take this opportunity of stating that I have to-day laid on the table of the House a copy of the Judicature Rules as prepared by the judges and submitted to the Lord Chancellor, and also a copy of the recommendations of the judges as regards a re-arrangement of the circuits.

Supreme Court of Judicature Act (1873) *Suspension Bill.*—The ATTORNEY-GENERAL, in moving the second reading of this Bill, said it would be unnecessary for him to enter into any detailed statement with reference to it. The circumstances which had rendered it necessary to bring in the Bill were thoroughly well known to the House. In consequence of the state of public business it had been found impossible to proceed with the Amendment Bill brought down from the House of Lords during the present session, and as the Judicature Act of last year could not be worked in its existing form, it had become a matter of absolute necessity to introduce the present Bill, the second reading of which he now begged to move.—Sir H. JAMES was not disposed, under present circumstances, to raise any objection to the passing of the Bill, nor would he on this occasion make any remarks as to the general expediency of postponing the period at which the Act of last year was to come into operation; but, before the Bill was read a second time, he wished to point out an objection which he hoped his hon. and learned friend the Attorney-General would be able to meet. The Act of last year was to have come into operation on the 2nd of November, 1874, which day was chosen by consent of the whole House in the last Parliament as being the most convenient day on which a radical change in our legal procedure could with propriety come into effect. Therefore, if the present measure merely postponed the coming into operation of the Act to the 2nd of November next year, he should raise no objection to the proposal. But this was not the course intended to be taken. The Bill proposed that the Act should come into operation on the 1st of November, 1875, "or on such earlier day as her Majesty may by Order in Council appoint." This was giving power to the Executive Government to cause the Act to come into operation on whatever day they pleased, and he thought that before such a power was conferred strong and conclusive reasons should be adduced why Parliament should not itself fix

the day on which the statute was to come into operation. No doubt his hon. and learned friend would cite as a precedent the Probate and Divorce Act of 1857, in which case it was provided that the Bill should not come into operation until the judge had been appointed and the Rules drawn up. It was not to come into operation sooner than the 1st of January, 1858, but there was a proviso that the Order in Council should be issued one month previous to the day appointed for the Act to come into operation. This was not the course which his hon. and learned friend now proposed, for the Order in Council might direct that the Judicature Act should come into operation immediately after the date of such order. Surely it was not advisable that such a state of uncertainty should exist, especially as there was very little probability of the Act coming into operation before the 1st of November, 1875? If the Attorney-General would consult the profession he would find that uncertainty as to the time when the Act would come into operation was producing the greatest inconvenience, and the uncertainty would be doubled by the terms of this suspension Bill. This uncertainty was injurious both to the public and the profession, and if the Attorney-General appreciated the extent of the injury he would be anxious to do what he could to substitute certainty for uncertainty.—Mr. GREGORY wished to express his concurrence in what had just been said. It would be difficult to the branch of the profession to which he belonged to carry on business unless there was a sufficient interval of certainty between the old and the new state of things. It would require time to master the new forms and the new modes of procedure. The Judicature Act could not be carried out by itself without another providing for the contemplated intermediate appeal; and there were also practical difficulties, such as those relating to fees, which would necessitate further legislation.—Mr. O. MORGAN expressed his regret at the abandonment, as he believed unnecessarily, of the legal reforms heralded with such a flourish of trumpets at the beginning of the session, and his hope that the Government would take warning and bring their Bills forward earlier next year, because this suspended state of animation in the legal profession was productive of the greatest inconvenience.—Mr. DODDS expressed similar views.—The ATTORNEY-GENERAL, in reply to the hon. and learned member for Taunton (Sir H. James), said that if this Bill were allowed to pass a second reading now, he would, between this and the next stage on Monday, consider the appeal and see what could be done to produce certainty.—Sir G. BOWYER thought the Government had exercised a wise discretion in not proceeding with their legal Bills. There was great difference of opinion about the Registration Bill; it was conceded now that there should be a second appeal, but it was not decided to what court; and the proposed Appellate Jurisdiction was not satisfactory to the legal profession in England, Scotland, or Ireland. This suspensory measure was necessary to give Parliament time to consider what really would be the best Court of Appeal. The Government had acted very wisely under the circumstances and he hoped if the House of Lords was not to be retained as the Court of Appeal some better court would be devised.—The Bill was then read a second time.

Public Worship Regulation (Consolidated Fund) Report.—On the application of Mr. DISRAELI the order was discharged for charging the judge's salary for three years on the Consolidated Fund, the reason being that the services of an already pensioned judge had been secured, and that such judge would act without any salary.

Public Worship Regulation Bill.—An additional clause moved by Mr. RUSSELL GURNEY relating to college chapels, the Temple Church, the chapels of Lincoln's-inn, &c., was agreed to.—Sir W. HARCOURT proposed an amendment to clause 7 to provide for the payment of the judge's salary by the Ecclesiastical Commissioners. He urged that the Bill should not pass in a form dependent on the life of the judge alluded to by Mr. Disraeli. After some discussion the amendment was negatived. Some other amendments were also negatived.

The *Irish Reproductive Loan Fund Bill.*—This Bill was read a second time.

The *Great Seal Offices Bill.*—This Bill was read a third time and passed.

The *Post Office Savings Bank Bill.*—This Bill was read a third time and passed.

The *Royal Irish Constabulary and Dublin Metropolitan Police Bill.*—This Bill was read a third time and passed.

The *Fines Act (Ireland) Amendment Bill.*—This Bill was read a third time and passed.

The *Private Lunatic Asylums (Ireland) Bill.*—This Bill passed through committee.

The House considered and agreed to the Lords' amendments in the *Slaughter-houses, &c., Bill*, and the *Intoxicating Liquors (Ireland) (No. 2) Bill.*

Expiring Laws Continuance Bill.—An amendment moved by Mr. DOWNING for the omission of 19 & 20 Vict. c. 30, Preservation of the Peace (Ireland) Act, having been negatived, this Bill was ordered to be read a third time.

Public Worship Regulation Bill.—A motion by Mr. GLADSTONE to strike out the amendment introduced in committee giving an appeal to the archbishop in cases where the bishop declines to put the law in motion, was negatived by 113 to 95.

Statute Law Revision Bill.—This Bill was read a second time.

Church Patronage (Scotland) Bill.—Some amendments were made in this Bill.

The Lords' amendments on the *Slaughter-houses, &c., Bill* and on the *Attorneys and Solicitors Bill* were considered and agreed to.

August 1.—*Irish Reproductive Loan Fund Bill.*—The House went into Committee on this Bill.

County Courts Bill.—On the Order of the Day for the second reading of this Bill, the ATTORNEY-GENERAL moved that it be postponed till Monday.—Mr. BASS moved that the order be discharged.—Mr. ROEBUCK seconded the amendment, and wanted to know why the Bill should not be taken at once.—The ATTORNEY-GENERAL explained that the Solicitor-General, who had charge of the Bill, was unavoidably absent, and that as the hon. member for Sheffield had made some valuable suggestions before the House met, he (the Attorney-General) thought it advisable that those suggestions should be incorporated in the Bill with a view to saving time before it was submitted to the House.—Mr. HENLEY did not think it fair to the multitude of people interested that the Bill should be taken this session, when it was impossible that it could be fully discussed.—Mr. ANDERSON was also of opinion that so important a measure ought not to be taken so late in the session, especially as it affected the liberties of the people. He thought the House ought not to extend the power of county courts without careful consideration. He supported the amendment.

The House divided—

For the motion	... ...	50
For the amendment	... ...	31
Majority	... .	—19

The second reading of the Bill was accordingly fixed for Monday.

The *Local Government Board (Ireland) Provisional Order Confirmation Bill.*—This Bill was read a third time and passed.

The *Private Lunatic Asylums (Ireland) Bill.*—This Bill was read a third time and passed.

The *Commissioners of Works and Public Buildings Bill.*—This Bill passed through committee.

The *Statute Law Revision* (No. 2) *Bill.*—This Bill passed through committee.

Aug. 3.—*The General Carriers' Acts.*—Mr. JACKSON gave notice that he would move early next session for the appointment of a Select Committee to inquire into the operation of these Acts.

Bow-street Police Court.—Mr. RUSSELL GURNEY asked the First Commissioner of Works whether his attention had been called to the insufficient accommodation at the Bow-street Police Court, and when a new court was likely to be provided, for which £10,000 was voted in the last session of Parliament.—Lord HENRY LENNOX said the attention of the Office of Works had for two years been constantly called to the insufficient accommodation at Bow-street Police Court. A new site had been looked for in Leicester-square, but the Secretary of State for the Home Department had requested him to cease looking to that site, as another part of London would be more convenient for carrying on the police duties of the metropolis.

County Courts Bill.—In reply to Sir H. JAMES and Mr. ROEBUCK, the ATTORNEY-GENERAL stated that in conse-

quence of the late period of the session it was not the intention of the Government to proceed further with the County Courts Bill.

Expiring Laws Continuance Bill.—This Bill was read a third time and passed.

Public Worship Regulation Bill.—Mr. DISRAELI read the following letter which he had received from the archbishops:—"We have the honour to inform you that we intend to submit to the Crown through you the name of Lord Penzance for the office of judge under the 'Public Worship Regulation Bill,' in case that measure shall become law.

"Lord Penzance has consented to undertake the office, subject to the provisions as to salary and emoluments which are embodied in the Bill and which may hereafter be made by Parliament.

"We think that it may be convenient to the Government to be made aware of this, even before the passing of the Bill, and we feel confident that the name of Lord Penzance will have the approval of the Crown.

"We believe that we shall be able to submit to the Government a plan by which a salary might be provided for the judge by a re-arrangement of ecclesiastical fees.

A. C. CANTUAR.
W. EBOR."

He then said,—"The House will observe that the conditions under which Lord Penzance has agreed to accept the office vary from the explanation I made on a previous occasion with reference to the disposition of the judge in regard to it, and Lord Penzance has very properly called my attention to the apparent inconsistency between the views which he has always held and the statement I made in the House two or three days ago. The fact is, the misconception that has arisen has been occasioned by a very simple cause. When I referred to the judge and the condition on which I had reason to hope he would accept the office, I really did not refer to Lord Penzance, but to another eminent and distinguished judge. Therefore Lord Penzance is under an erroneous impression that I made, on his part, a statement to which he had not given his adhesion. I therefore wish to take this opportunity of explaining the apparent inconsistency, and to express my conviction that the conditions under which Lord Penzance has stated his readiness to take this office are not only just, but reasonable."—After several speeches the Bill was read a third time.

India Councils Bill.—The Bill passed through committee with a verbal amendment.

Church Patronage (Scotland) Bill.—Some verbal amendments were made in clauses 2, 5, 7, and 8. The Bill was then read a third time and passed.

The *Supreme Court of Judicature Act* (1873) *Suspension Bill.*—The House went into committee on this Bill.

On clause 1, Sir G. BOWYER expressed a hope that the Government would take the opportunity afforded by this delay of considering the question of the Supreme Court of Appeal.

The various clauses were then agreed to, an amendment being inserted to the effect that the coming into operation of the Act should be definitely postponed till November, 1875, instead of the date being appointed by the Queen in Council.

The Bill then passed through committee, and was read a third time and passed.

The *Bills of Sale Amendment Bill.*—This Bill was read a second time.

Irish Reproductive Loan Fund Bill.—Some amendments in this Bill were agreed to.

The order for the second reading of the *County Courts Bill* was discharged.

The *Statute Law Revision* (No. 2) *Bill.*—This Bill was read a third time.

The *Education Department Orders Bill.*—This Bill was read a second time.

Aug. 4.—*The Circuits in England.*—Mr. CHARLEY asked the Secretary of State for the Home Department whether it was the intention of Her Majesty's Government to carry out during the recess the recommendations of the judges with respect to the redistribution of Circuits in England.—Mr. CROSS said it was not the intention of Her Majesty's Government to carry out during the recess the recommendations of the Judges with respect to the redistribution of Circuits in England. Those recommendations were connected with the Judicature Act, and would come into force at the same time as the Act.

The *Irish Reproductive Loan Fund Bill.*—This Bill was read a third time and passed.

The *Commissioners of Works and Public Buildings Bill.*—This Bill was read a third time and passed.

The *India Councils Bill.*—This Bill, as amended, was considered, and then read a third time and passed.

The *Conveyancing and Land Transfer (Scotland) Bill.*—The Lords' amendments in this Bill were agreed to.

The *Public Health (Ireland) Bill.*—The Lords' amendments in this Bill were agreed to.

The *Education Department Orders Bill.*—This Bill passed through committee, and was read a third time and passed.

The *Coroners (Ireland) Bill.*—This Bill was withdrawn.

The *Ulster Tenant-Right Bill.*—This Bill was withdrawn.

Borough Franchise (Ireland) Bill.—This Bill was withdrawn.

Colonial Clergy Bill.—The Lords' reasons for disagreeing to certain of the Commons' amendments to this Bill were considered, and the House did not insist on their amendments.

August 5.—*The Law in Jersey.*—In answer to a question Mr. CROSS said that his attention had been drawn to the state of the administration of the law in Jersey in consequence of the report of the Commissioners appointed to inquire into the civil, municipal, and ecclesiastical laws of the island, and that in consequence of that report he had arranged to have an interview with the governor during the recess.

The Labour Laws.—In answer to Sir W. FRASER, Mr. CROSS said it was the intention of the Government early next session to bring in a measure dealing with the subject into which the Royal Commission on the Labour Laws had inquired.

Public Worship Regulation Bill.—On the order of the day for the consideration of the reasons of the House of Lords for disagreeing to certain of the amendments made in this Bill by the House of Commons, the clerk at the table, after a verbal amendment made by the House of Lords to the amendments made by the House of Commons was agreed to, read the following objection by the House of Lords to an amendment made by the Commons in the clause relating to the discretion proposed to be given to a bishop as to the institution of proceedings under this Bill:—

"The Lords disagree to the provision inserted by the Commons in page 5. line 20, for the following reasons:—

"Because the bishop, by his superior authority and local knowledge, is more competent to judge of the expediency of promoting or prohibiting the institution of any suit than the archbishop. Because it is most desirable that opportunity should be afforded for amicable conferences between the bishop, the incumbent, and the complainants, which the proposed amendment would render difficult. Because it is important to maintain intact the independent rights of the bishop as the originator of any proceeding against clerks in his diocese"

After a debate, the motion not to insist on the Commons amendments was agreed to *nem. con.*

Open Spaces in Metropolis Bill.—This Bill, which stood for a second reading, was ordered to be read a second time this day month.

The *Registration of Births and Deaths Bill.*—The Lords' amendments to this Bill were brought up and agreed to.

The *Sanitary Laws Amendment Bill.*—The Lords' amendments to this Bill were brought up and agreed to.

The *Endowed Schools Acts Amendment Bill.*—The Lords' amendments to this Bill were brought up and agreed to.

August 6.—*Turnpike Acts Continuance Bill.*—The Lords' amendments to this Bill were considered and agreed to.

Royal Irish Constabulary and Dublin Metropolitan Police Bill.—The Lords' amendments to this Bill were also considered and agreed to.

The *Brussels Conference.*—Sir C. DILKE asked the Under-Secretary of State for Foreign Affairs whether, looking to the great anxiety that existed in the country on the subject of the Brussels Conference, it would be possible to issue during the recess any papers bearing upon the proceedings of that conference.—Mr. BOURKE said he was well aware there was much interest felt in this country with regard to the Brussels Conference, but he hoped there was no anxiety. Any papers of interest in connection with the proceedings would be published in the *London Gazette*.

SOCIETIES AND INSTITUTIONS.

WORCESTER AND WORCESTERSHIRE LAW SOCIETY.

The general half-yearly meeting of this society was held in the Library on Wednesday, the 29th of July.

In the unavoidable absence of the president (Mr. Curtler) the chair was taken by Mr. S. M. Beale, the vice-president. The following members were present at the meeting:—Messrs. Stallard, Southall, R. P. Hill, Hyde, Bedford, and Corbett, and Mr. Allen, the honorary secretary.

The report of Messrs. Curtler, Allen, and Hughes, who had attended a meeting of the Associated Provincial Law Societies, held on the 27th of May last at the Law Institution, Chancery-lane, for the purpose of considering the Land Titles and Transfer Bill, was read; and letters to and from the members of Parliament for the district were also read and considered.

Upon the proposition of Mr. John Stallard, seconded by Mr. Beale, Mr. Thomas Garrold Stallard, of Worcester, was duly elected a member of the society.

On the same day the annual dinner of the society took place at the Abbey Hotel, Great Malvern.

Mr. Beale, the vice-president, was in the chair, and the Mayor of Worcester took the vice-chair. The following members were present at the dinner:—Messrs. Holyoake (Droitwich), Stallard, Bentley, Hill, Woof, Hyde, Cawley (Malvern), Whatley (Malvern), Corbett, and Allen.

Mr. G. W. Hastings (who was present as a guest) proposed the toast of the Worcester and Worcestershire Law Society, and in doing so he made some interesting observations on the legislation of the present session of Parliament.

Other toasts followed, and the dinner passed off in a most pleasant manner.

CODIFICATION AND THE LAW OF HOMICIDE.

The Select Committee of the House of Commons to whom the Homicide Law Amendment Bill was referred, have made the following special report:—

Your Committee have examined Mr. Justice Blackburn and Baron Bramwell, and have received from the Chief Justice of England a letter containing an elaborate criticism of the Homicide Law Amendment Bill. They have also examined Mr. Stephen, Q.C., by whom the Bill was drawn.

It has been strongly urged before your Committee that partial codification is a mistake, and that no measure should be passed till the whole of that branch of the law to which it belongs has been reduced to a series of simple and abstract propositions. Your Committee think that such a doctrine would be fatal to the prospect of producing any code.

At the same time, they observe that in the Bill before them there are many provisions which are not peculiar to the law of homicide, but extend to almost every sort of crime, and that there are others which are common to homicide and to other injuries to the person. It may be that the best way of commencing a penal code would be to deal first with such rules of law as are common to all or to large classes of crimes, and thus at once to avoid needless repetition, and to place the whole doctrine of criminal responsibility on a clear and intelligible basis.

The subject referred to your Committee is of the highest importance. The responsibility of declaring the terms on which it shall be lawful to take the life of a fellow creature is the most awful that can be undertaken. It should not be adventured on as a test or experiment, but should be reserved till the method of codification has been perfected by numerous trials on less momentous subjects.

The subjects best adapted for a code are obviously those in which the law is most technical, where its definitions are most accurate, and the terms it employs are furthest removed from the loose and careless vocabulary of common life. With such terms it is comparatively easy to construct abstract legal propositions. But in the case of homicide we have to deal, not with technical terms, but with ordinary language, which is quite intelligible when used by a judge in directing a jury on a state of facts proved before them, but which when reduced to abstract propositions becomes obscure and ambiguous from the want of particulars to which the proposition applies, and from the want of a clear definition of the terms used. These terms, such as "causing death without actual injury to the body," "causing death by a course of conduct," "an act by which death is caused, which would not have caused death but for intermediate events, not its consequences,' and so forth, would doubtless ultimately have a fixed and technical meaning given to them by judicial interpretation, but in the meantime would, it may be apprehended, rather serve to provoke than to remove controversy. It would seem that a code aiming like the Homicide Bill to reduce a large and complicated subject to a few abstract propositions can hardly be made intelligible to the non-legal mind without the use of illustrations, by putting particular cases, an important innovation which your Committee recommend to the favourable attention of the House.

It has been urged with great force that the law of homicide requires codification more than any other, because it is not to be found in books or statutes, but in a kind of oral tradition and understanding among lawyers, which is only acquired by practice. But if this be so, it furnishes a conclusive reason against commencing to codify with the law of homicide, and above all against delegating such a duty to a select committee of the House of Commons. To make a code is a work of compression, simplification, and arrangement. It assumes the knowledge of the law by the codifier; but in order to codify the law of homicide it is necessary first to declare what it is, and that is impossible, as it seems, to any but practising lawyers, for the reason stated above. It is better surely to begin with that which is easily ascertained than to select a subject where we must take upon ourselves to declare the law first before we co-ordinate and condense it.

The law of homicide requires very considerable alterations in substance before it is reduced to its simplest form and made permanent in a code. We are required to declare that negligence is not manslaughter and that suicide is not murder; both, probably, salutary changes, but which should be settled on their own merits.

The existing definition of murder, which may be roughly stated as killing with malice aforethought, is far too narrow, and the defect has been supplied, not by re-defining the crime, but by subtle intendments of law, by which malice is presumed to exist in some cases where the action is unpremeditated, and even in some cases where death is caused by accident. It is most desirable that a state of the law under which people are condemned and executed by means of a legal fiction should cease. But such a change, however urgently required, is, in the opinion of the Committee, not a matter for them, but rather for the Law Officers of the Crown, assisted by the advice and fortified by the sanction of the highest legal authorities, after mature and careful deliberation. Nothing would be more likely to impede, or indeed, utterly to frustrate, the work of codification than the suspicion or the certainty that, under the pretext of simplification and re-arrangement, great and important changes were effected which had never been brought in a clear and simple way to the notice of Parliament.

For these reasons, your Committee are of opinion that it is not desirable to proceed with the present Bill, notwithstanding that this experiment in codification has been presented to them with every advantage that learning and skill can give it.

Finally, your Committee earnestly recommend that the attention of the Government and of Parliament should be directed to the present imperfect state of the definition of the law of murder. They believe that they have collected materials from which a re-definition of murder can be produced, and they are convinced that such a definition is urgently needed, not only to rescue the law from its present discreditable state, but to give clear notions to the public at large of the real nature and extent of this crime, and to prevent the confusion often created in the minds of jurors by an appeal to the doctrine that murder cannot be without malice aforethought, which it is not always easy for the judge to remove. If there is any case in which the law should speak plainly, without sophism or evasion, it is where life is at stake; and it is on this very occasion that the law is most evasive and most sophistical.

THE RECOMMENDATIONS OF THE JUDGES AS TO CIRCUITS.

The following recommendations of the Judges as to Circuits have been issued as a Parliamentary return :—

"1. The Circuits of the Judges shall be as follows :

i. The North-Western Circuit, which shall include the counties of Westmoreland, Cumberland, and Lancaster.

ii. The North-Eastern Circuit, which shall include the counties of Northumberland, Durham, and York.

iii. The Midland Circuit, which shall include the counties of Lincoln, Derby, Nottingham, Warwick, Leicester, Northampton, Rutland, Buckingham, and Bedford.

iv. The Norfolk Circuit, which shall include the counties of Norfolk, Suffolk, Huntingdon, Cambridge, Hertford, Essex, Kent, and Sussex.

v. The Oxford Circuit, which shall include the several counties and cities heretofore included in the Oxford Circuit.

vi. The Western Circuit, which shall include the several counties and cities heretofore included in the Western Circuit.

vii. The North and South Wales Circuit, which and each of the divisions whereof (that is to say, the North Wales and the South Wales divisions), shall include the several counties heretofore included therein respectively. But two judges shall hold the assizes for the county of Glamorgan instead of one.

2. No Assizes shall be held in or for the county of Surrey.

3. The judges of assize for any county or city may, by order, adjourn the opening of such assizes at any time, and for such period as they may deem to be necessary or expedient."

DR. KENEALY AND GRAY'S INN.

The Benchers of Gray's Inn, having determined with respect to their inquiry into the conduct of Dr. Kenealy, Q.C., to limit that inquiry to the fact of his being the editor of the newspaper called the *Englishman*, and his conduct as such, proceeded with the matter at a pension held on Saturday last, in the absence of Dr. Kenealy and of the printer of the *Englishman*, both of whom had had notice to attend. Dr. Kenealy's absence was explained in the following letter from Mrs. Kenealy :—

"Lancing, Sussex, July 31, 1874.

Sir,—On receipt of the order of Pension of July 18, Dr. Kenealy sought for counsel to represent him, but failed to procure one. Circuit keeps all out of town, and Dr. Kenealy would not be justified in going to the expense of bringing counsel to town specially. Under these circumstances he went to town, intending to appear himself, but he was attacked with violent pains in the head, and was obliged to return here. I am sorry, therefore, to say he cannot attend on August 1. He has no knowledge of what the new charges are against him, having received no particulars from Gray's Inn. He is reluctant to ask for any further adjournment, and he leaves the Masters of the Bench to act as their own sense of honour, right, and justice may dictate.—I am, Sir, yours sincerely,

ELIZABETH KENEALY."

Seventeen numbers of the *Englishman*, bearing the name of Dr. Kenealy, Q.C., as editor, commencing the 11th of April last, and ending August 1st, were produced, and their contents were considered by the benchers present.

The following resolutions were moved by Master Manisty, seconded by Master Holker, and carried unanimously :—"1. That this pension find as a fact that Dr. Kenealy is the editor of the newspaper called the *Englishman*. 2. That the *Englishman* is replete with libels of the grossest character. 3. That Dr. Kenealy, being editor of that newspaper, is unfit to be a Master of the bench of this Honourable Society."

The following resolutions were moved by Master Manisty, seconded by Master Holker, and carried by a majority of 10 to 1 :—"4. That the call of Dr. Kenealy to this bench be and the same is hereby vacated. 5. That Dr. Kenealy be prohibited from dining in the hall of this Society until further order."

The following resolutions were moved by Master Manisty, seconded by Master Holker, and carried unanimously :—"6. That the further consideration of this matter, as well as the consideration of the several other charges which Dr. Kenealy has been called upon to answer, be postponed to a future pension to be hereafter appointed. 7. That a copy of this day's proceedings be sent to Dr. Kenealy ; also, that a copy be screened in the hall of this inn, and that a copy be sent to the treasurer of each of the other Inns of Court. Ordered that the treasurer be requested to transmit to the Lord Chancellor a copy of the proceedings at the Special Pensions holden on the 7th and 18th of July and this day, together with the seventeen numbers of the *Englishman*."

LEGAL ITEMS.

In the suit, before the Master of the Rolls, of *The Commissioners of Sewers of the City of London* v. *Glasse* (the Epping Forest case), the evidence was completed on Tuesday last, and the hearing will be resumed in November. The case has already occupied seventeen days.

The Rev. Father O'Keeffe informs the *Evening Post* that he intends to proceed with all the actions for libel which he has instituted against the members of the Callan Schools Committee. He has obtained damages in two cases ; and in a third action, which was tried in the Queen's Bench last May, the jury disagreed. He regrets the necessity of having to resort to legal proceedings, but says his struggle is for life.

The suit of *Parker* v. *McKenna*, which has occupied Vice-Chancellor Bacon for twenty-two days, terminated on Tuesday last, when his Honour gave judgment in favour of the plaintiff, the registered officer of the National Bank. The defendants were formerly four of the directors of the bank, and the case against them was that in violation of their duty as trustees for the shareholders they had so dealt with certain new shares issued by the board as to derive therefrom pecuniary advantages for themselves. By the decree the defendants were ordered to account for all the profits so made by them.

At Guildford, on Tuesday last, a special jury, after being locked up a considerable time, could not agree ; and at eight o'clock in the evening they sent a message to that effect to the judge (Bramwell, B.), who had retired to his lodgings. The judge sent word back that they must endeavour to agree, and they remained another hour in deliberation. At nine o'clock they returned into court and declared that there was no chance of their agreeing. The officers, however, had no authority to discharge them, and desired them to return to their room. They, however, after a good deal of discussion, suddenly adopted the resolution of going down to the judge's lodgings, and did so ; and there, about ten o'clock at night, they were discharged.

In an action tried before Bramwell, B., at Guildford on Wednesday last, being an action by a husband and wife against a railway company for injury done to the wife while travelling on the company's line, the learned judge said that it was curious but undoubtedly true, that in the action the damages would be less in the event of the wife living a shorter time and then dying, than in the event of her living a longer time in a feeble state and then recovering. So that the evidence for the company actually made a stronger case of injury than the case for the plaintiffs. For in the action certainly no damages could be recovered for the death (assuming that it was to occur), and the only damages recoverable were such as were sustained during life. Therefore, the longer the wife lived in a state of feebleness or illness caused by the accident the greater the damages—to herself for suffering, and to the husband for loss of service. So that, however strange it might appear, the evidence for the defence had actually made out a stronger case for the plaintiffs than was made by the evidence for the plaintiffs.

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

COOPER—On Aug. 2, at Bateman-street, Cambridge, the wife of John William Cooper, Esq., LL.D., barrister-at-law, of a daughter.

EMANUEL—On Aug. 2, at Marlborough-house, Abbey-place, St. John's-wood, the wife of Mr. Joel Emanuel, of a daughter.

GREENWOOD—On Aug. 6, at Netherwood cottage, Finchley, the wife of Harry Greenwood, barrister-at-law, of a daughter.

MORRISON—On Aug. 6, at the Oaks, Wray-common, Reigate, the wife of G. Carter Morrison, solicitor, of a son.

MARRIAGES.

ILES—YOUNG—On Aug. 1, at St. John's, Cheltenham, John Arthur Iles, of Victoria-street, Westminster, solicitor, to Anne Elizabeth Iles, second daughter of the late F. M. Young, Esq., C.E., of Leeds.

JONES—HIRD—On Aug. 1, at St. Matthew's, Oakley-square, N.W., C. Davenport Jones, solicitor, Hastings, to Fanny Mary, only daughter of Charles William Hird, solicitor, 3, Mornington-crescent.

DEATH.

ABRAHALL—On Aug. 2, Theophilus Bennet Hoskyns Abrahall, formerly Commissioner of the Court of Bankruptcy, Newcastle-on-Tyne, aged 71.

PUBLIC COMPANIES.

GOVERNMENT FUNDS.

LAST QUOTATION, Aug. 7, 1874.

3 per Cent. Consols, 92¾	Annuities, April, '85 9¾
Ditto for Account, Aug 92½	Do. (Red Sea T.) Aug. 1908
3 per Cent. Reduced 92½	Ex Bills, £1000, 2½ per Ct. 4 pm.
New 3 per Cent., 92¼	Ditto, £500, Do 4 pm.
Do. 3½ per Cent., Jan. '94	Ditto, £100 & £200, 4 pm.
Do. 2½ per Cent., Jan. '94	Bank of England Stock, 5
Do. 5 per Cent., Jan. '73	Ct. (last half-year) 259
Annuities, Jan. '80—	Ditto for Account.

INDIAN GOVERNMENT SECURITIES.

Ditto 5 per Cent., July, '80 107¾	Ditto, 5½ per Cent., May, '79 102
Ditto for Account,—	Ditto Debentures, per Cent
Ditto 4 per Cent., Oct. '88 103½	April, '64—
Ditto, ditto, Certificates,—	Do. Do. 5 per Cent., Aug. '73 100½
Ditto Enfaced Ppr., 4 per Cent. 95	Do. Bonds, 4 per Ct., £1000
Ind. Enf. Pr., 5 p C., Jan. '72	Ditto, ditto, under £1000

RAILWAY STOCK.

	Railways.	Paid.	Closing Price
Stock	Bristol and Exeter	100	121
Stock	Caledonian	100	93½
Stock	Glasgow and South-Western	100	98
Stock	Great Eastern Ordinary Stock	100	42½
Stock	Great Northern	100	139½
Stock	Do., A Stock*	100	154½
Stock	Great Southern and Western of Ireland	100	108
Stock	Great Western—Original	100	118½
Stock	Lancashire and Yorkshire	100	144½
Stock	London, Brighton, and South Coast	100	81⅝
Stock	London, Chatham, and Dover	100	20½
Stock	London and North-Western	100	152
Stock	London and South Western	100	113½
Stock	Manchester, Sheffield, and Lincoln	100	71¼x d
Stock	Metropolitan	100	61
Stock	Do., District	100	24½
Stock	Midland	100	129¼
Stock	North British	100	60⅝
Stock	North Eastern	100	167
Stock	North London	100	111
Stock	North Staffordshire	100	64
Stock	South Devon	100	63
Stock	South-Eastern	100	111½

* A receives no dividend until 6 per cent. has been paid to B.

MONEY MARKET AND CITY INTELLIGENCE.

The bank rate was raised on Thursday from 3 to 4 per cent. Monday being "a bank holiday" no business was done on the Stock Exchange. On Saturday and Tuesday railway stocks were dull, but they improved on Wednesday on the announcement of the Midland dividend, and continued buoyant on Thursday notwithstanding the alteration in the bank rate. On Friday there was a decline. In the foreign market the tendency on Saturday was upward, but throughout the present week the tone has been dull, and very little business has been transacted.

At the meeting on Thursday of the London and County Banking Company, Mr. F. Francis in the chair, the net profits were shown to be £149,748, including a previous balance of £23,917, and a dividend was declared for the half-year at the rate of 20 per cent. per annum, leaving £29,279. At the corresponding period of last year the dividend was of similar amount, leaving £20,189. The paid-up capital is £1,274,870, and the reserve £637,435. The amount due by the bank for customers' balances, &c., is £18,928,918, and the liabilities on acceptances covered by securities, is £3,187,457.

The prospectus has been issued of the Financial and Investors' Protection Association (Limited). Capital £1,000,000 in shares of £1 each. The association has been formed for the purpose of introducing joint stock companies of a *bona fide* description to its shareholders. Its principal object is to secure the co-operation of investors and to create an organisation sufficiently powerful to protect their interests. The shareholders will also have the advantage of investing their money only in concerns that have, in every respect, previously undergone the strictest scrutiny.

LONDON GAZETTES.

TUESDAY, Aug 4, 1874.

Professional Partnerships Dissolved.

Hoyle, William Fretwell, and Fretwell William Hoyle, attorneys and solicitors, Rotherham, York. Aug 1.

Yates, John, and Charles Martin, attorneys and solicitors, Liverpool. July 31.

Winding up of Joint Stock Companies.

TUESDAY, July 28, 1874.

STANNARIES OF CORNWALL.

By an order made by the Vice Warden of the Stannaries, dated June 17, it was ordered that the Burra Burra Copper and Tin Mining Company, Limited, should be wound up. Hodge and Co, Truro, agents for Downing, Redruth.

LIMITED IN CHANCERY.

Continental and Shipping Butter Company, Limited.—The M.R. has fixed Thursday, Aug 6 at 11, at his chambers, for the appointment o an official liqidator.

Crown Co-operative Society, Limited.—By an order made by the M.R. dated July 18, it was ordered that the above Society be wound up. Peckham and Co, Knight rider st, solicitors for the petitioner. The M.R. has fixed Thursday, Aug 6, at 11, at his chambers, for the appointment of an official liquidator.

FRIDAY, July 31, 1874.

LIMITED IN CHANCERY.

Batchelors' Residential Club, Limited.—By an order made by the M.R. dated July 25, it was ordered that the above Company be wound up. Turner, New inn, Strand, solicitor for the petitioner.

Colonial and Foreign Meat Supply Company, Limited.—Creditors are required, on or before Oct 20, to send their names and addresses, and the particulars of their debts or claims, to E. W. Monington, Moorgate st chambers. Wednesday, Nov 4 at 1 is appointed for hearing and adjudicating upon the debts and claims.

Stock, Share, and Finance Company, Limited.—V.C. Hall has, by an order dated July 24, appointed Frederick Gardner, Abchurch lane, to be official liquidator. Creditors are required, on or before Aug 31, to send their names and addresses, and the particulars of their debts or claims, to the above. Monday, Nov 2 at 1, is appointed for hearing and adjudicating upon the debts and claims.

Friendly Societies Dissolved.

TUESDAY, July 28, 1874.

Friendly Society, Star inn, Ringwood, Southampton. July 16

Loyal Milton Lodge, Manchester Unity Friendly Society, George and Dragon Inn, Ardwick Green, Lancashire. July 22.

Creditors under Estates in Chancery.

Last Day of Proof.

TUESDAY, July 28, 1874

Barker, Thomas Pearson, Richmond, York, Butcher. Sept 18. British Nation Life Assurance Association v Barker, M.R. Broomhead and Co, Sheffield

Boult, Thomas Charles, Bracknell, Berks, Gent. Sept 21. Druce v Atkins, M.R. Snow, College Hill

Carter, David, Eastwood, Essex, Builder. Sept 29. Carter v Carter, V.C. Hall. Gregson, jun, Rochford

Clewes, Jesse, Hanley, Stafford, Stone Mason. Oct 1. Hall v Clewes, M.R. Challinor, Hanley

Moores, James, Timperley, Cheshire, Gent. Sept 29. Burgess v Edwards, V.C. Hall. Hulton and Lister, Manchester

Jenkins, John, Cefn Glaes, Glamorgan. Oct 15. Williams v Jenkins, V.C. Bacon. James, Merthyr Tydfil

Stirton, Charles, Brick lane, Spitalfields. Sept 30. Cox v Stirton, V.C. Hall. Stibbard and Cronshey, Fenchurch st

FRIDAY, July 31, 1874.

Chaplin, John, Teignmouth, Devon, Gent. Oct 15. Chaplin v Aishton, V.C. Malins. Morgan, Giltspur chambers, Holborn viaduct

Harris, William, Lyon st, Caledonian rd, Contractor. Oct 1. Harris v Anderson, V.C. Hall. Jones and Hall, King's Arms yard, Moorgate st

Haycock, George, Chelmsford, Essex, Wine Merchant. Oct 1. Stenning v Reynolds, M R. Copland, Chelmsford

Haycock, Joseph, Wells, Norfolk, Corn Merchant. Oct 1. Stenning v Haycock, M.R. Copland, Chelmsford

Hill, Elizabeth, South Lambeth rd. Oct 1. Rogers v Mutch, M.R. Devonshire, Frederick's place, Old Jewry

Markall, Robert Thurgood, Bexley heath, Kent, Farmer. Oct 1. Markall v Smith, V.C. Hall. Gibson, Dartford

Pinfold, George, Eynsham, Oxford, Gent. Sept 30. Pinfold v Shillingford, V.C. Hall. Boyle, Brunswick square

Robinson, Peter, Oxford st, Silk Mercer. Sept 4. Arnold v Robinson, M.R. Beamont, Lincoln's inn fields

Stephens, Rev Richard, Frensham, Surrey. Sept 30. Birch v Stephens, V.C. Hall. Wren, Fenchurch st

Tapper, James, Kingskerswell, Devon, Gent. Sept 30. Badcock v Mudge, V.C. Hall. Huggins, Exeter

Toulmin, Laurance William, St Philip's terrace, Kensington. Sept 30 Daniels v Bullock, V.C. Hall. Rooks and Co, Cheapside

Williams, Richard, Dolgelly, Merioneth, Surgeon. Sept 30. Williams v Williams, V.C. Hall. Jones and Jones, Portmadoc

TUESDAY, Aug 4, 1874.

Blunt, Richard John, Junior United Service Club, Charles st, Esq. Sept 29. Blunt v Mercer, V.C. Malins. Oliver, Carey st
Eintracht, German barque. Nov 16. Pedersen v Muswieck, M.R.

NEXT OF KIN.

Bates, Ann, Church row, King's Cross. Nov 9. Gray v H. M.'s Attorney-General, M.R.

Creditors under 22 & 23 Vict. cap. 35.

Last Day of Claim.

TUESDAY, July 28, 1874.

Barnes, Elizabeth, Ringwood, Southampton, Draper. Aug 31. Davy and Davy, Ringwood
Bates, John, Brighton, Sussex, Gent. Nov 1. Clarke and Howlett, Brighton
Bourne, Richard, Mucclestone, Stafford, Farmer. Sept 1. Martin, Nantwich
Butterfield, John, Hastings, Sussex, Esq. Sept 23. Phillips and Cheesman, Hastings
Carter, Robert, North Petherton, Somerset, Yeoman. Aug 31. Ruddock and Auber, Bridgewater
Carter, William, Reading, Berks, Gent. Sept 18. Rogers, Reading
Clark, William, Union st, Southwark, Warehouseman. Aug 15. Upward, Finsbury circus
Cmver, Frederick, Knightsbridge Green. Aug 5. Elliott, Vincent square, Westminster
Cooper, James, Haulgh, Lancashire, Gent. Sept 1. Greenhalgh, Bolton
Crofts, William, Wolvey, Warwick, Gent. Sept 29. Dewes and Bone, Nuneaton
Davis, Joseph, Martletwy, Pembroke, Farmer. Aug 31. Lewis Narbeth
Findon, Elizabeth, Coventry. Sept 2. Minster, Coventry
Fox, Alfred, Falmouth, Cornwall. Oct 8. Tilly and Co, Falmouth
Fry, Elizabeth, Chitterwell, Somerset. Oct 1. Beadon and Sweet, Taunton
Fry, Sarah, Chitterwell, Somerset, Oct 1. Beadon and Sweet, Taunton
Goodwin, Thomas Orton, Seacombe, Chester, Commission Merchant. Aug 22. Forshaw and Hawkins, Liverpool
Gustard, Ralph, West Heddon, Northumberland, Farmer. Aug 31. Gibson, Hexham
Harrison, Enoch, Newcastle-under-Lyme, Stafford. Aug 24. Fenton, Newcastle-under Lyme
Hasell, John, Bristol, Gent Sept 1. Broad, Bristol
Huributt, George, Sale, Chester, Gent. Aug 31. Grundy and Kershaw, Manchester
Martin, Henry, Rusper, Sussex, Gent. Sept 21. Watts, Yeovil
Mason, Eli, Manchester, Boot Manufacturer. Aug 31. Worsley, Manchester
Moss, Mary, Manchester. Aug 24. Gibbs, Newport
Pittman, Charlotte, Weston-super-Mare, Somerset, Widow. Aug 28. Smith, Weston-super-Mare
Pittman, Thomas, Weston-super-Mare, Somerset, Auctioneer. Aug 28. Smith, Weston-super-Mare
Sadgrove, Elizabeth, Stoke Newington. Aug 30. Tanqueray and Co, New Broad st
Tysoe, John, Welford, Gloucester, Farmer. Sept 8. Hobbes and Co, Stratford-upon-Avon
Warren, Samuel, Drummond rd, Bermondsey. Sept 1. Slee and Co, Parish st, Southwark
Whittingham, Rev Samuel, Childrey, Berks. Aug 30. Tanqueray and Co, New Broad st
Johnson, John, Litchurch, Derby, Gent. Sept 10. Sale, Derby
Kerley, Georgiana Crowther, Bournemouth, Southampton. Oct 1. Dickinson, Poole

FRIDAY, July 31, 1874.

Bedingfeld, Francis Philip, Blenheim crescent, Notting hill, Esq. Sept 21. Norris and Sons, Bedford row
Boulderson, Louisa Ann, Chester st, Belgrave square. Aug 31. Tanquery-Willaume and Co, New Broad st
Butler, George, Tufton, Hants, Gent. Aug 31. Pain and Co, Whitchurch
Chabot, James, Manchester, Merchant. Oct 1. Upton and Co, Austin Friars
Cheeseman, Thomas Charles, Braintree, Essex, Silk Manufacturer. Sept 15. Veley and Cunnington, Braintree
Constable, John, Kingston-upon-Hull, Gent. Nov 2. Roberts and Leak, Hull
Herbert, Martha, Worcester. Sept 14. Brown, Lincoln's inn fields
Hilton, George, Flemings, Runwell, Essex, Gent. Sept 12. Duffield an Bruty, Chelmsford
Houseman, Solomon, Barges, Surrey. Sept 1. Marshal, King st West, Hammersmith
Keate, Henry, Shrewsbury, Salop, Esq. Sept 9. Broughall, Shrewsbury
Lovenbury, John, Bath, Somerset, Gent. Sept 30. Gibbs, Bath
Marriett, Charlotte Rebecca Elizabeth, Princes square, St George's-in-the-East. Sept 12. Roscoe and Co, King st, Finsbury square
Marriott, George, Ship st, Wapping, Gent. Sept 12. Roscoe and Co, King st, Finsbury square
Metcalfe, William, Tostine, Ingleby Arncliffe, York, Farmer. Sept 1. Waistell, Northallerton
Morris, Mowbray, Stroud, Gloucester, Esq. Sept 1. Robinson and Co, Charterhouse square
Murrell, Robert Newman, Downham Market, Norfolk, Clerk. Sept 1. Reed, Downham Market
Palmer, George, Rugeley, Stafford, Gent. Sept 29. Flint, Uttoxeter
Rowell, John, Gateshead, Durham, Brewer. Aug 31. Robsons Gateshead
Smith, William Russell, Western Lubedge, Gloucester, Farmer. Sept 29. Kendall and Son, Bourton-on-the-Water
Walker, David Ferney, Blomfield rd, Maida hill. Sept 15. Simson and Co, Great George st, Westminster
Warner, Anna Maria, Enderby, Leicester. Sept 23. Berridge and Morris, Leicester
Watson, William, West Ella Grange, York, Farmer. Sept 29. Lightfoot and Co, Hull
Weston, John, St Mary Axe, Italian Warehouseman. Aug 31. Rivington and Son, Fenchurch buildings
Wilkinson, Mary, Maryport, Cumberland. Oct 1. Collin, Maryport

Bankrupts.

FRIDAY, July, 31, 1874.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Dale, James, Old Kent rd, Gent. Pet July 28. Hazlitt. Aug 11 at 12.30
Barros, Gonzalez Caldas de, Great Winchester st Buildings, Wine Merchant. Pet July 27. Hazlitt. Aug 18 at 11
Rolleston, William Vilett, out of England, no occupation. Pet July 29. Pepys. Aug 18 at 12
Sherwood, William, Grafton st, Piccadilly, Hotel keeper. Pet July 27. Hazlitt. Aug 14 at 12
Valnay, Ernest, and Alexis Pitron, Oxford st, Theatrical Proprietors. Pet July 29. Hazlitt. Aug 13 at 11

To Surrender in the Country.

Abbott, Giles, Great Grimsby, Lincoln, Carter. Pet July 21. Danbury, Great Grimsby, Aug 14 at 11
Daniell, William, Yate, Gloucester, Coal Dealer. Pet July 27. Hurley, Bristol, Aug 24 at 12
Dzialoszynski, Lewis, Newcastle-on-Tyne, Jeweller. Pet July 23, Mortimer. Newcastle, Aug 13 at 11
Osmond, George Mattingly, Swindon, Wilts, Chemist. Pet July 21, Townshend. Swindon, Aug 12 at 2
Simmons, Edward, Watford, Hertford, Cattle Dealer. Pet July 24, Edwards. St Albans, Aug 15 at 10.30
Waldram, William Newton, and Edward Waldram, Leicester, Ale Merchants. Pet July 28. Macaulay. Leicester, Aug 13 at 12

TUESDAY, Aug. 3, 1874.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs debt to the Registrar.

To Surrender in London.

Cray, Andrew, Sun st, Bishopsgate, Confectioner. Pet July 29. Hazlitt. Aug 14 at 1
Sheridan, Henry Brinsley, jun, George st, Westminster, Contractor. Pet July 31. Hazlitt. Aug 14 at 11.30
Thornelee, George, Clement's passage, Clement's lane, Strand, Engineer. Pet July 29. Hazlitt. Aug 13 at 12
Walls, John Patmore, Walbrook, Attorney. Pet Aug 1. Hazlitt. Aug 18 at 12.30

BANKRUPTCIES ANNULLED.

FRIDAY, July 31, 1874.

Fysh, James Henry, jun, Feltham, Middlesex, Gent. July 27
Frost, Clement, Liverpool, Builder. July 2

TUESDAY, Aug. 3, 1874

Simpson, George Robert, Colchester, Essex, Baker. July 30

Liquidation by Arrangement.

FIRST MEETINGS OF CREDITORS.

FRIDAY, July 31, 1874.

Allen, John, Herne Hill, Surrey, out of business. Aug 11 at 2 at offices of Smith, Frederick's place, Old Jewry
Badder, Henry, Birmingham. Aug 10 at at 10 at offices of Eades, Bennett's hill, Birmingham
Baker, Wintour Evans, jun, Bristol, Milkman. Aug 8 at 11 at offices of Essery, Guildhall, Broad st, Bristol
Barton, Vincent James, Martin's lane, Iron Merchant. Aug 10 at 1 at offices of Harper and Co, Rood lane
Beck, James, Penhoel, Carmarthen, Farmer. Aug 13 at 2 at offices of Etty, Lord st, Liverpool
Beckett, James Stephens, Worksop, Nottingham, Ironfounder. Aug 10 at 2.30 at the Corn Exchange, Worksop. Broomhead and Co, Sheffield
Bennett, Frederick, and Thomas Harold Bennett, St George's rd, Southwark, Mantle Manufacturers. Aug 11 at 3 at offices of Gross, Queen st
Bennion, Charles, Bishops Offley, Stafford, Farmer. Aug 13 at 3 at the Swan Hotel, Stafford. Morgan, Stafford
Booth, William Harrison, Monkwearmouth, Picture Frame Dealer. Aug 13 at 1 at offices of Hope, Norfolk st, Sunderland
Briskham, Annie, York, Clifton, Lodging House Keeper. Aug 19 at 11 at offices of Dale, Museum st, York
Burge, Alfred, Bradford, Wilts, Draper. Aug 8 at 3 at 24, Union st, Bath. Shrapnell, Bradford
Campion, Alfred John, Liverpool rd, Artificial Florist. Aug 20 at 3 at offices of Peckham and Co, Knight Rider st, Doctors' commons
Clark, George, Lowman rd, Hornsey rd, Stone Mason. Aug 7 at 11 at the King's Arms, Barnsbury rd, Islington. Rigby, Half Moon crescent, Islington
Clark, John, Devizes, Wilts, Innkeeper. Aug 8 at 11 at offices of Pocock and Son, Union st, Bath. Shrapnell, Bradford
Clarke, John Charles Hargreaves, Manchester, Commission Agent. Aug 19 at 3 at offices of Storer, Fountain st, Manchester
Colmer, Henry Webber, Taunton, Somerset, Maltster. Aug 14 at 11 at offices of Trenchard and Blake, Registry place, Taunton
Cook, Edward, Northam, Devon, Innkeeper. Aug 19 at 12 at offices of Hole and Peard, Bideford
Cooper, Henry Dudley, Walham grove, Fulham, Clerk. Aug 8 at 3 at offices of Bartlett and Forbes, Bedford st, Covent garden
Cornelius, George, Beckenham, Kent, Boot Manufacturer. Aug 17 at 3 at offices of Hicklin and Washington, Trinity square, Southwark
Cottrell, John Hann, Chatham, Kent, Bootmaker. Aug 12 at 12 at offices of Hayward, High st, Rochester
Craven, Francis, and Jonas Waterhouse, Thornton, York, Stuff Manufacturers. Aug 12 at 11 at offices of Wood and Killick, Commercial Bank buildings, Bradford
Daniel, John, Stone, Stafford, Milliner. Aug 13 at 4.30 at offices of Turner, Albion st, Hanley
Davies, Anne, Winsford, Somerset, Draper. Aug 14 at 1 at offices of Barnard and Co, Albion chambers, Small Bristol

Devizes, Charles Arnold, Devizes, Wilts, Tobacconist. Aug 12 at 11 at offices of Day, St John st, Devizes

Davies, Elias, Aberystwith, Draper. Aug 8 at 3 at the Townhall, Aberystwith. Ravenhill

Drew, William, Appian rd, Bow, Bookseller. Aug 11 at 3 at offices of Godfrey, South square, Gray's inn

Edwards, George, Northampton, Coal Merchant. Aug 12 at 3 at offices of Jeffery, Market square, Northampton

Edwards, George John, Bridport, Dorset, Merchant. Aug 8 at 12 at offices of Loggin, Bridport

Edwards, William, and George Edwards, Victoria place, Queensland rd, Holloway, Builders. Aug 13 at 2 at the Guildhall Tavern, Gresham st. Pittman, Guildhall chambers, Basinghall st

Ellis, Emma Russell, Bristol. Aug 14 at 2.30 at offices of Barnard and Co, Albion chambers, Small st, Bristol. Fussell and Co, Bristol

Emerson, William, Brighton, Sussex, Licensed Victualler. Aug 15 at 1 at offices of Mills, New rd, Brighton

Fearn, George, Halifax, York, Marble Worker. Aug 12 at 3 at office of Walshaw, Crown st chambers, Halifax

Fletcher, Joseph, Birmingham, Retail Brewer. Aug 10 at 10.15 at offices of East, Colmore row, Birmingham

Foggin, George, Newcastle-upon-Tyne, Joiner. Aug 17 at 11 at office of Keenlyside and Forster, Grainger st West, Newcastle-upon-Tyne

Ford, John, Birmingham, Edge Tool Maker. Aug 13 at 3 at offices of Parry, Bennett's hill, Birmingham

Foster, Esther, Manchester. Aug 14 at 3 at offices of Addleshaw and Warburton, King st, Manchester

Furse, Charles, Leeds, Confectioner. Aug 12 at 2 at offices of Walker, East parade, Leeds

Garner, John, Huddersfield, York, Parish Clerk, Aug 18 at 2.30 at offices of Sykes, New st, Huddersfield

Goodear, John, Manchester, Timber Merchant. Aug 19 at 3 at offices of Sale and Co, Booth st, Manchester

Graham, Donald, Birmingham, Draper. Aug 19 at 12 at offices of Rowlands, Ann st, Birmingham

Gray, John, Mile End rd, Tobacconist. Aug 15 at 11 at office of Stead, Chancery lane

Greene, William Spence, Gateshead, Durham, Tanner. Aug 13 at 11 at office of Philipson, Pilgrim st. Newcastle-upon-Tyne

Greenwood, Thomas, and James Glover, Calverley Bridge, York, Coal Dealers. Aug 10 at 3 at Wharton's Hotel, Park lane, Leeds. Fawcett and Malcolm

Griffiths, Robert, Groeslon, Llandwrog, Carnarvon, Coal Dealer. Aug 13 at 11 at offices of Jones and Roberts, Church st, Carnarvon

Harrison, James, Hillhouse, near Huddersfield, York, Painter. Aug 13 at 11 at offices of Sykes, New st, Huddersfield

Hawtes, Charles, Yeovil, Somerset, Coal Merchant. Aug 15 at 2 at the Mermaid Hotel, Yeovil. Marsh, Yeovil

Hilditch, Job, and Charles Hilditch, Nantwich, Cheshire, Boot Manufacturers. Aug 14 at 2 at the Lamb Hotel, Nantwich. Lisle, Nantwich

Holt, Benjamin, Little Bolton, Lancashire, Rag Dealer. Aug 17 at 3 at offices of Dawson, Exchange st East, Bolton

Howe, Robert, Creech St Michael, Somerset, General Dealer. Aug 14 at 3 at offices of Pinchard and Son, Paul st, Taunton

Hunt, John, Rathbone place, Oxford st, Costume Manufacturer. Aug 11 at 2 at the Guildhall Coffee house, Gresham st. Angell

Hurcomb, Samuel, Littledean, Gloucester, Grocer. Aug 19 at 2 at the New Inn Hotel, Northgate st, Gloucester. Smith

Ireland, John Shaw, Southampton, Draper. Aug 11 at 1 at the Guildhall Coffee house, King st, Cheapside. Killby, Southampton

Jones, David, Swansea, Grocer. Aug 13 at 4 at Glascodine, Fisher st, Swansea

Ladley, Joseph, Leeds, Cloth Manufacturer. Aug 11 at 3 at offices of Mirfin, Park row, Leeds. Carr, Leeds

Langley, Samuel, Wednesbury, Commission Agent. Aug 13 at 12 at offices of Sheldon, Lower High st, Wednesbury

Lewin, William, and Charles Edwin Lewin, Gedney, Lincoln, Grocers. Aug 13 at 12 at offices of Gaches, Cathedral gateway, Peterborough

Light, James, jun, Bradley, Stafford, Manager. Aug 18 at 3 at offices of Duignan and Co, Bridge, Walsall

Light, Zachariah, Kidderminster, Warcester, Grocer. Aug 13 at 3 at offices of Morton, Worcester st, Kidderminster

Llewellyn, Thomas, Fleur-de-lis, Bedwellty, Monmouth, out of business Aug 20 at 11 at the Carpenters' Arms Hotel, Blackwood. Dixon

McConbrey, John, Newcastle-upon-Tyne, Draper. Aug 13 at 11 at offices of Hannah, Clayton st, Newcastle-upon-Tyne. Hodge and Harle, Newcastle-upon-Tyne

McNulty, Anthony Constantine, Bristol, Hat Manufacturer. Aug 13 at 2 at offices of Beckingham, Albion chambers, Broad st Bristol

Mercer, James, Heap Bridge, near Bury, Lancashire, Woollen Waste and Flock Dealer. Aug 12 at 3 at offices of Grundy and Co, Union st, Bury

Milner, Alfred, Wakefield, York, Worsted Spinner. Aug 12 at 11 at offices of Harrison and Smith, Chancery lane, Wakefield

Morgan, John, Penygroes, Carnarvon, Clogger. Aug 12 at 11 at office of Jones and Roberts, Church st, Carnarvon

Morley, Percy, Compton st, Brunswick square, out of business. Aug 20 at 1 at offices of Dixon and Co, Bedford row

Nickels, William, Great College st, Camden Town, Butcher. Aug 15 at 10.15 at the Victoria Tavern, Morpeth rd, Victoria Park. Seale, Globe rd, Mile End

Pearson, George, Boak end, York, Innkeeper. Aug 17 at 11 at offices of Williamson, Newborough st, Scarborough

Pochin, Samuel Davis, Rugby, Warwick, Dealer in Fancy goods. Aug 11 at 12.30 at offices of Fuller, Church st, Rugby

Pocock, Mary, Southampton. Aug 10 at 3 at offices of Coxwell and Co, Gloucester square

Ridgway, Edward, Islington, Licensed Victualler. Aug 18 at 2 at offices of Layton, Budge row, Cannon st

Robinson, Higginson, Liverpool, Merchant. Aug 18 at 2 at offices of Harmood and Co, North John st, Liverpool. Lockett, Liverpool

Salmon, William John, Fenchurch st, Optician. Aug 21 at 2 at offices of King, Birchin lane

Selle, Theodore, Kingston-upon-Hull, Cabinet Maker. Aug 10 at 3 at offices of Chambers, Scale lane, Kingston-upon-Hull

Sharpley, Matthew George, Bromley, Middlesex, Dairyman. Aug 7 at 11 at Mullen's Hotel, Ironmonger lane. King, Upper Thames st

Shepherd, Samuel Unwin, Spalding, Lincoln, Auctioneer. Aug 12 at 1 at the Red Lion Inn, Spalding. Percival, Spalding

Sibly, Silas, Constantine, Cornwall, Master Mason. Aug 15 at 3 at offices of Genn and Nalder, Church st, Falmouth

Skilton, Stephen, Holmwood, Surrey, Dealer. Aug 22 at 11 at offices of Holloway, Ball's Pond rd, Islington

Smith, Jeffery, Wolverhampton, Stafford, Edge Tool Maker. Aug 10 at 2 at offices of Stratton, Queen st, Wolverhampton

Smith, John, Chester, Baker. Aug 12 at 3 at offices of Cartwright, Chester

Smith, John Druce, Great Staughton, Huntingdon. Aug 14 at 12 at offices of Day and Wade-Gery, St Neots

Tear, James, Sheffield, Draper. Aug 14 at 11 at offices of Binney and Sons, Queen st chambers, Sheffield

Webb, Jane, Rugby, Warwick, Hosier. Aug 19 at 11 at the Townhall, High st, Rugby. Harris

Williams, Robert, Club Moor, near Liverpool, Builder. Aug 14 at 3 at offices of Gibson and Bolland, South John st, Liverpool

Witton, Edward, and William Heald, Leeds, Slaters. Aug 13 at 3 at offices of Dean and Co, Albion st, Leeds. Dalton, Leeds

Yglesias, Jose Antonio, and Carlos Michael Yglesias, Jeffrey's square, St Mary axe. Aug 27 at 2 at offices of Turquand and Co, Tokenhouse yard, Lothbury. Nicholson and Co, Lime st

TUESDAY, Aug 21, 1874.

Adams, John, Ashford, Kent, Confectioner. Aug 19 at 2 at offices of Hallett and Co, North st, Ashford

Adamson, James, Ardwick, Lancashire, Watchmaker. Aug 17 at 3 at offices of Gardner and Horner, Cross st, Manchester

Armitson, Richard, Farlington, Lancashire, York, Farmer. Aug 22 at 3 at offices of Dale, Museum st, York

Barron, Simeon, Farsley, York, Cloth Manufacturer. Aug 18 at 3 at offices of North and Sons, East parade, Leeds

Bartlett, James Griffin, Landport, Southampton, Grocer. Aug 15 at 2 at offices of Feltham, Union st, Portsea

Bennett, Joseph, Heckmondwike, York, out of business. Aug 17 at 3 at the Refreshment rooms, Mirfield Station. Ibberson, Heckmondwike

Bernin, Christian, Huddersfield, York, Pork Butcher. Aug 12 at 3 at offices of Clough and Son, Market st, Huddersfield

Billett, Daniel, Marshfield, Gloucester, Omnibus Driver. Aug 15 at 11 at offices of Essery, Guildhall, Broad st, Bristol

Billinge, Joseph, Manchester, out of business. Aug 26 at 3 at the Falstaff Hotel, Market place, Manchester. Law, Manchester

Billington, Thomas Blake, Acton, Middlesex, Market Gardener. Aug 19 at 1 at offices of Brown, Lincoln's inn fields

Bills, John, and James Bills, Ellingshall, Stafford, Bolt and Nut Manufacturers. Aug 19 at 3 at offices of Umbers, St George's chambers, Snow hill, Wolverhampton

Bingham, James, Storton-en-le-Steeple, Nottingham, Farmer. Aug 28 at 12 at offices of Marshall and Co, East Retford

Bonfanti, Harry, Dean st, Soho, Circus Proprietor's Agent. Aug 17 at 3 at offices of Berry and Co, Farringdon st. Tonge, Great Portland st

Braine, Jane, Pentonville rd, Milliner. Aug 17 at 2 at offices of White, Raymond buildings, Gray's inn

Callanan, Edward, Manchester, Beerseller. Aug 18 at 3 at offices of Bent, Piccadilly, Manchester

Challen, William, Parkgate, Cheshire, Grocer. Aug 20 at 11 at offices of Quelch, Dale st, Liverpool

Clark, John, Macclesfield, Cheshire, Retailer of Beer. Aug 17 at 11 at offices of Cooper, Congleton

Cole, Robert William, Cambridge, Silversmith, Aug 14 at 1 at the Andertor's Hotel, Fleet st. Barlow and Co

Cook, Francis, Long lane, West Smithfield, Jeweller. Aug 19 at 2 at 25, Old Jewry. Hubbard. Long lane, West Smithfield

Copperwaite, Thomas, Bedford, Beerhouse Keeper. Aug 18 at 11 at offices of Tebbs, St Peter's green, Bedford

Croft, Samuel, Barrow-in-Furness, Lancashire, Painter. Aug 14 at 11 at the Ship Inn, Barrow-in-Furness. Bradshaw and Pearson, Barrow-in-Furness

Dengel, Andrew, St Mark's rd, Notting Hill, Baker. Aug 14 at 3 at 29, Mark lane. Young and Sons

Dunthorne, John Hall, Stockton, Durham, Tailor. Aug 18 at 12 at offices of Best, Exchange, Stockton

Edwards, George John, Bridport, Dorset, Merchant. Aug 19 at 12 at offices of Loggin, Barrack st, Bridport

Fawbert, Charles Thomas, Castleford, York, Printer. Aug 13 at 3 at offices of Stocks and Nettleton, Welbeck st, Castleford

Field, Charles Henry, Aston, Birmingham, Milliner. Aug 13 at 12 at offices of Baker, Cannon st, Birmingham

Fruhling, George Charles, and Anton Mortimore Conrath, Brabant court, Philpot lane, Commission Merchants. Aug 26 at 2 at the Cannon st Hotel, Cannon st. Parker and Co

Gage, George, Luton, Bedford, Chemist. Aug 19 at the Guildhall Coffee house, Gresham st, in lieu of the place originally named

George, George, St Helen's, Lancashire, Licensed Victualler. Aug 17 at 3 at offices of Blackhurst, Dale st, Liverpool

Grant, John Mactaggart, and Walter Brodie, East India avenue, Leadenhall st, Commission Merchants. Aug 25 at 2 at the Cannon st Hotel, Cannon st. Parker and Co, St Michael's alley, Cornhill

Green, Thomas, Gorton, Lancashire, Builder. Aug 19 at 3 at offices of Fox, Princess st, Manchester

Hall, Thomas, and Samuel Meire Hall, Shrewsbury, Salop, Mercers. Aug 13 at 11 at the Guildhall Tavern, Gresham st. Edwards, jun

Haswell, Archibald, Sheffield, Travelling Draper. Aug 17 at 12 at office of Mellor, Bank st, Sheffield

Houghton, Charles Jonathan, Bow lane, Commission Agent. Aug 15 at 4 at office of Swaine, Cheapside

Howcroft, James, and Josiah Howcroft, Darcy Lever, Lancashire, Colliery Proprietors. Aug 19 at 11 at offices of Dowling, Wood st, Bolton

Illingworth, Samuel, Norristhorpe, York, Grocer. Aug 17 at 11 at offices of Sykes, Oak st, Heckmondwike

Ingram, William, Darlington, Durham, Draper. Aug 19 at 11 at offices of Clayhills, Coniscliffe rd, Darlington

Ivens, Richard, Manchester, Skirt Manufacturer. Aug 25 at 3 at offices of Leigh, Brown st, Manchester

Johnson, Thomas, Balsall heath, Worcester, Draper. Aug 14 at 3 at offices of Parry, Bennett's hill, Birmingham

Jones, Francis Samuel, Stourbridge, Worcester, Glue Manufacturer. Aug 15 at 11 at offices of Green, Waterloo st, Birmingham
Joy, Frederick, York, Pianoforte Tuner. Aug 17 at 11 at offices of Calver, Lendal, York
Kempner, Isaac, and Marks Goldman, South Shields, Durham, Jewellers. Aug 8 at offices of Fitter, Bennett's hill, Birmingham, in lieu of the place originally named
Lake, Arthur Bental, Chigwell, Essex, Corn Dealer. Aug 20 at 11 at offices of Kilsby, Cheapside
Leach, Joseph, Over Darwen, Lancashire, Cotton Manufacturer. Aug 18 at 3 at offices of Sale and Co, Booth st, Manchester
Lewis, David, Wolverhampton, Stafford, Outfitter. Aug 14 at 1 at offices of Stratton, Queen st, Wolverhampton
Lewis, George, Kirkdale, near Liverpool, Builder. Aug 20 at 2 at offices of Gibson and Bolland, South John st, Liverpool. Heald, Wigan
Lyon, John, Ashton-in-Mackerfield, Lancashire, Labourer. Aug 17 at 3 at offices of Leigh and Ellis, Arcade, King st, Wigan
Mander, Thomas Ridge, Harlington, Middlesex. Aug 18 at 1 at offices of Godfrey, South square, Gray's inn
Marshall, Robert John, South Shields, Durham, Engineer. Aug 21 at 3 at offices of Lietch and Dodd, Howard st, North Shields
Marshall, Thomas, Scarborough, York, Fishermar. Aug 26 at 11 at offices of Moody and Co, St Thomas st, Scarborough
Mather, James, Tranmere, Cheshire, Saddler. Aug 20 at 1 at offices of Quelch, Dale st, Liverpool
McDowall, George, Sheffield, Draper. Aug 18 at 11 at offices of Binney and Sons, Queen st chambers, Sheffield
Millington, John, Cirencester, Gloucester, Coach Builder. Aug 14 at 11 at the Ram Hotel, Cirencester. Mullings and Co, Cirencester
Morgan, Evan, Brynmawr, Brecon, Innkeeper. Aug 27 at 11 at the King's Head Hotel, Newport. Shepard, Tredegar
Moss, Charles, sen, Fenton, Stafford, Beerhouse Keeper. Aug 14 at 11 at offices of Welch, Caroline st, Longton. Caller, Longton
Newton, John Loesby, Leighton Buzzard, Bedford, Miller. Aug 19 at 2 at the Swan Hotel, Leighton Buzzard. Harvey, Leicester
Perris, William Slater, Everton, near Liverpool, Librarian. Aug 15 at 11 at offices of Gibson and Bolland, South John st, Liverpool. Priest, Liverpool
Robinson, Thomas Mason, Leeds, Woollen Merchant. Aug 14 at 12 at offices of Simpson and Barrell, Albion st, Leeds
Rogers, John, Ashton-in-Mackerfield, Lancashire, Provision Dealer. Aug 29 at 10 at offices of Lees, King st, Wigan
Schlyer, Benjamin, Middlesex st, Aldgate, Bootmaker. Aug 17 at 2 at offices of Irving, Serjeants' inn, Chancery lane
Shaw, Gideon, Castleford, York, Boot Dealer. Aug 14 at 12 at the Angel Inn, Wood st, Wakefield
Shenton, David, and John Satterthwaite, Birmingham, out of business. Aug 19 at 11 at offices of Duke, Christ Church passage, Birmingham
Small, Hubert Elias, Lydd, Kent, Saddler. Aug 18 at 12 at the Saracen's Head Hotel, Ashford Jones, Hastings
Smith, Mary Anne, Brighton, Sussex, Private Boarding house Keeper. Aug 19 at 3 at offices of Black and Co, Ship st, Brighton
Tench, William, Kidderminster, Worcester, Brass Founder. Aug 11 at 3 at offices of Corbet, Church st, Kidderminster
Thompson, Richard, New North rd, Islington, Oil man. Aug 18 at 4 at offices of Slater and Pannell, Guildhall chambers, Basinghall st. Dowling, Basinghall st
Watson, William, Carr's hill, Durham, out of employment. Aug 17 at 12 at offices of Hoyle and Co, Collingwood st, Newcastle-upon-Tyne
Wilding, Thomas, Everton, Liverpool, Ironmonger. Aug 19 at 3 at offices of Nordon, Cook st, Liverpool
Yates, Hannah, North Cray, Kent, Carrier. Aug 18 at 2 at Tiger's Head Inn, Foot's Cray. Woodard, Ingram court, Fenchurch st